



Town of Lake Hamilton

Town Council Regular Meeting Agenda – October 3, 2023

Time: 6:00 P.M.

**Location: Town Council Chambers
100 Smith Avenue**

MAYOR MICHAEL KEHOE – VICE MAYOR CORA ROBERSON

COUNCIL MEMBERS, PATRICK SLAVENS, LARRY TOMLINSON, MARLENE WAGNER

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. PROCLAMATION/ PRESENTATIONS**
- 6. CONSENT AGENDA**

Note: Members of the Council may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the Mayor under the Approval of the Order of Business at the beginning of the meeting.

- A. September 5, 2023, Regular Meeting Minutes-pages 1-5*
- B. September 6, 2023, Budget Hearing- pages 6-7*
- C. September 19, 2023, Final Budget Hearing -pages 8-9*

- 7. PUBLIC COMMENT** Your Town Council welcomes and invites citizens to comment on items (Non-Agenda Items) of community interest/concern or to bring forth areas of personal attention which may not have been fully addressed by Town Staff after prior contact to Town Hall, the Council may immediately act on any item or may request it be placed on a future agenda for further consideration. Comments are limited to three (3) minutes and address them to a single item or area of interest.

- 8. OLD BUSINESS**

- A. Public Hearing and Second and Final Reading of Ordinance O-23-11 Comprehensive Place Amendment for 19.63 acres, Parcel Number: 27-28-22-000000-033010-pages 10-12*
- B. Public Hearing and Second and Final Reading of Ordinance O-23-12 Rezoning of 19.63 acres, Parcel Number: 27-28-22-000000-033010-pages 13-17*
- C. Public Hearing and Second and Final Reading of Ordinance O-23-13 Red light Cameras-pages 18-20*
- D. Consider agreement with Altumint, ref: Automatic Traffic Enforcement-pages 21-34*

- 9. NEW BUSINESS**

- A. Public Hearing and First Reading of Ordinance O-23-14 Annexation of 626.82 acres, Parcel Numbers: 272815-822500-000010, 272815-000000-042010, 272815-000000-041010, 272815-000000-031020, 272815-000000-031020, 272815-000000-031040, 272815-000000-042050, 272815-000000-042020, 272814-000000-023150, 272815-000000-021010, 272815-000000-021020, 272815-000000-011010, 272815-000000-021030, 272815-000000-021030, 272815-000000-042020, 272815-000000-042020, 272815-000000-024020, 272815-000000-024030, 272815-000000-041020, 272815-000000-041030, 272815-000000-034000, 272815-000000-022010, 272815-000000-011020, 272815-000000-013040, 272815-000000-013050, 272815-000000-014010, 272815-000000-014020, 272815-000000-032010,*

272815-000000-032020, 272815-000000-032030, 272810-000000-024010, 272814-000000-033020, 272815-000000-013060, 272815-000000-012030, 272815-000000-013010, 272815-000000-031010-
pages 35-39

- B. Resolution R-23-20 Employee Policies Handbook-pages 40-88*
- C. Pennoni Addendum 1 Supplemental Agreements to 22-006 and 22-007-pages 89-100*
- D. Consider approval of Building at Wastewater Treatment Facility -pages 101-105*
- E. Water Treatment Pump-pages 106-109*
- F. RFP #2023-01 Banking Services-pages 110-151*
- G. Residential Waste Billing Rate Error-pages 152-154*
- H. Ball Field Rental/ 1300 Detour Road-pages 155-165*
- I. Evaluation of Town Clerk-pages 166*

10. STAFF REPORTS

TOWN ADMINISTRATORS REPORT- *pages 167-169*

TOWN CLERK REPORT- *pages 170-171*

TOWN ATTORNEY REPORT

TOWN COUNCIL COMMENTS

ADJOURNMENT

Any opening invocation that is offered before the official start of the Town Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Town Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Town Council or the town staff, and the Town is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the Town Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Any person desiring to appeal any decision made by the Town Council, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings, and for such purposes, must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense, as the Town does not provide one. (F.S. 286.26.105)

ATTN: PERSONS WITH DISABILITIES. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding, please contact the Town Clerks Office at 863-439-1910, at least forty-eight (48) hours prior to the meeting, provide a written request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice).

**TOWN OF LAKE HAMILTON
MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 5, 2023
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday September 5, 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

The invocation was given by Cora Roberson.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by all.

ROLL CALL

Roberson, Tomlinson, Slavens, Wagner, and Kehoe were present.

Staff: Administrator Hunnicutt, Clerk Sandoval Soto, Attorney Maxwell, Chief Teague, and Planner Kirby were present.

SCHEDULED PRESENTATIONS

Chief Teague announced the new police officers, and they were officially pinned. Christopher Votour, Jose Ortiz Gonzalez, and Emmanuello Jules. Chief Teague gave a presentation and presented an award to officer Bret Summerlin for life saving measures for his quick actions and saving a life.

Culpepper's Cardiac Foundation gave a presentation and overview of what their foundation does and presented an AED to the Police Department as a donation for their new police vehicle.

CONSENT AGENDA

Motion made by Roberson and a second by Slavens to approve consent agenda items a, b, c, and d. No public comments were received. **Motion Passed 5-0.**

RECOGNITION OF CITIZENS

Keith Pence was signed in to address council regarding the irrigation meter for his home which will be connected to sewer. Administrator Hunnicutt addressed the situation and noted that the cost for the meter is around \$1000, and it would be up to the council if they wanted to waive that fee. He noted he would get with Patrick tomorrow and get the exact cost amount to provide Mr. Pence with that information. Mr. Pence also questioned about the wastewater rates and Administrator Hunnicutt noted that those rates were approved and posted on the website. There was a discussion regarding alleys and manholes regarding the septic to sewer project and Administrator Hunnicutt noted that there will be discussion later in the meeting regarding liquidated damages against the contractor.

OLD BUSINESS

Public Hearing and Second and Final Reading of Ordinance O-23-07 Rezoning of 1 acre, Parcel Number: 27-28-26-828012-000020, Garden of Eden Subdivision

Attorney Maxwell read the title for the record.

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.

Senior Planner Kirby stated that staff recommends approval on 2nd reading of the ordinance.

Motion made by Slavens and a second by Wagner to approve on second and final reading Ordinance O-23-07, Rezoning of 1 acre, Parcel Number 27-28-26-828012-000020.

No public comments were received. A roll call vote was taken. Roberson aye, Tomlinson aye, Slavens aye, Wagner aye, Kehoe aye. **Motion passed 5-0.**

Public Hearing and Second and Final Reading of Ordinance O-23-08, Annexation of 19.63 acres, Parcel Number: 27-28-22-000000-033010

Attorney Maxwell read the title for the record.

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.

Senior Planner Kirby presented the Ordinance and noted that staff recommends approval and that after the annexation is approved, it will need to be added to the future land use and zoning maps.

Motion made by Roberson and a second by Wagner to approve on second and final reading Ordinance O-23-08 Annexation of 19.63 acres, parcel number 27-28-22-000000-033010.

No public comments were received. A roll call vote was taken. Tomlinson aye, Slavens aye, Wagner aye, Kehoe aye, Roberson aye. **Motion passed 5-0.**

NEW BUSINESS

Public Hearing and First Reading of Ordinance O-23-11 Comprehensive Plan Amendment for 19.63 acres, Parcel Number: 27-28-22-000000-033010

Attorney Maxwell read the title for the record.

An ordinance of the Town of Lake Hamilton, Polk County, Florida amending the comprehensive plan for Town of Lake Hamilton, Florida; said amendment being known as amendment 23821 amending the current and future land use map classification from agriculture lands to PUD for a 19.63 parcel of land located adjacent to the east side of Detour Road and adjacent to the south side of Lake Hatchineha Road; repealing all ordinances in conflict herewith and providing for applicability; providing for severability, and providing an effective date.

Senior Planner Kirby presented the Ordinance to Council and noted that staff recommends approval. Keith Pence asked where the parcel was located, and Mayor Kehoe gave details on the location. This will be added to the Weiberg West Subdivision.

Motion made by Roberson and a second by Slavens to approve on first reading, Ordinance O-23-11 Comprehensive Plan Amendment for 19.63 acres, Parcel number 27-28-22-000000-033010.

No further comments were received. A roll call vote was taken. Slavens aye, Wagner aye, Roberson aye, Tomlinson aye, Kehoe aye. **Motion passed 5-0.**

Public Hearing and First Reading of Ordinance O-23-12 Rezoning of 19.63 acres, Parcel Number: 27-28-22-000000-033010

Attorney Maxwell read the title for the record.

An ordinance of the town council of the Town of Lake Hamilton, Polk County, Florida rezoning a 19.63-acre parcel of land located 662 feet east of Detour Road and on the south side of Lake Hatchineha agricultural to PUD known as Weiberg 5; amending the Lake Hamilton Weiberg 5 PUD to include such 19.63 parcel of land; providing for severability and providing for corrections of scrivener's errors; providing for conflict and effective date.

Senior Planner Kirby noted that staff has reviewed the request for rezoning and recommends approval for parcel to be rezoned.

Motion made by Slavens and a second by Roberson to approve on first reading, Ordinance O-23-12 Rezoning of 19.63 acres, Parcel number 27-28-22-000000-033010.

No public comments were received. A roll call vote was taken. Wagner aye, Roberson aye, Tomlinson aye, Slavens aye, Kehoe aye. **Motion passed 5-0.**

First Reading of Ordinance O-23-13 Red light Cameras

Attorney Maxwell read the title for the record.

An ordinance of the Town Council of the Town of Lake Hamilton, Polk County, Florida, amending the Town of Lake Hamilton code of ordinances by adding article iii, red light infractions, to chapter 30 of the Lake Hamilton code of ordinances; adopting findings; providing for use of traffic infraction detectors in accordance with state legislation; repealing inconsistent ordinances; providing for severability; and providing an effective date.

Chief Teague was present for any questions. Slavens noted his concerns that there were ramifications for the people in implementing the ordinance. Chief Teague noted that it is for traffic safety. He also noted that it would cost more if someone were pulled over for running a red light and they would be subject to points on their license. The red-light infraction is more of a civil citation. He noted that crashes are getting severe. He stated that it was more for saving lives than a revenue generator and their goal is to have zero. He gave an overview of the process and noted that an officer has to review each one before the citation is sent out. There was discussion regarding other intersections and where there will be future red lights at in the Town.

Motion made by Wagner and a second by Roberson to approve on first reading Ordinance O-23-13 for red light cameras.

No further comments were received. A roll call vote was taken. Roberson aye, Tomlinson aye, Slavens aye, Wagner aye, Kehoe aye. **Motion passed 5-0.**

Resolution R-2023-16 Travel Expense Policy

Attorney Maxwell read the title for the record.

A resolution of the town council of the Town of Lake Hamilton, Florida, establishing a formal policy for travel and travel expenses by elected officials and employees of the town; providing for conflicts; and providing an effective date.

Administrator Hunnicutt presented the Resolution and noted that he was reviewing the current travel policy and he made minor changes including an increase for reimbursement of meals.

Roberson stated she believed the meals should be more because the cost of the meals are high.

Administrator Hunnicutt noted that he did some research on what other towns have in place and this is what he suggests which is the IRS standards.

Motion made by Slavens and a second by Wagner to approve Resolution R-2023-16 travel expense policy.

No further comments were received. A roll call vote was taken. Tomlinson aye, Slavens aye, Wagner aye, Roberson aye, Kehoe aye. **Motion passed 5-0.**

Resolution R-2023-17 Credit Card Policy

Attorney Maxwell read the title for the record.

A resolution of the town council of the Town of Lake Hamilton, Florida, establishing a formal policy for credit card usage in the performance of town business by elected officials and town employees; providing for repeal of prior conflicting policies; and providing an effective date. Administrator Hunnicutt presented the Resolution and he noted that this was to establish criteria for credit card use and the Attorney has reviewed the policy.

Motion made by Roberson and a second by Wagner to approve Resolution R-2023-17 credit card policy.

No further comments were received. A roll call vote was taken. Slavens aye, Wagner aye, Roberson aye, Tomlinson aye, Kehoe aye. **Motion passed 5-0.**

LDR Sec. 16-489 Boat Slips and Docks

Administrator Hunnicutt presented this agenda item and noted that he has never seen a request like this where the town is requesting a bond. He noted that there are no issues with the plans from the building official. Mayor Kehoe noted that there are two codes like this that are almost identical. Attorney Maxwell noted that it could be because they are doing work on or around public property and the bond ensures no damages to the town. Curt Campbell, the requester was present and noted that he has never had to do a surety bond while doing the same work in Polk County. Mayor Kehoe noted that the permit still has to be issued. There was further discussion as to what the Ordinance states regarding requirements of bonds.

Motion made by Slavens and a second by Wagner to approve the permit for 3350 Crump Road regarding the boat dock with a \$0 cash surety bond/ bond waived.

No further comments were received. **Motion passed 5-0.**

Staff Reports-

Town Administrator- Administrator Hunnicutt noted that they are ready to move forward with liquidated damages and asked if the council was okay with moving forward. Attorney Maxwell noted that they are able to hold 5 percent and the liquidated damages come into play at the end. Both contractors have exceeded their time limits for substantial completion. The engineers are recommending moving forward as well as it will be a good protection for the Town. There was council consensus to move forward. Administrator Hunnicutt furnished the council with a master project list. He noted roads will continue to be an issue and are competitive through grants. He noted that he spoke with someone with the TPO and Lake Hamilton has to have someone attend those meetings in order to get projects on the list. Councilmember Wagner noted she used to go to the meetings as Mayor and she volunteered to attend meetings in the future. Administrator Hunnicutt noted that he will be out on Friday for a committee meeting for the FLC and noted that the Council should be briefed on what is going on in the meetings. He recommended bringing back liaison reports to the council.

Town Clerk- Clerk Sandoval Soto reminded the council of the RLC diner and if anyone else wanted to RSVP, to do so by the 7th.

COUNCIL COMMENTS:

Vice-Mayor Roberson noted that she attended the FLC conference and also the ethics training that was provided and received her certificate. She gave an overview of issues that were presented at the conference regarding chemicals that can get into the ground and into the water systems, and affordable housing. She introduced the president of the Community Revitalization board who was present at the meeting.

Tomlinson noted that someone hit a valve on the corner of 2nd Street and Bryant Ave. Following was a discussion about the intersection of Scenic Hwy and Bryant Ave.

Mayor Kehoe noted that S&S Towing has a canon for sale for \$600 that could be used for Veterans Park. He is trying to get them to donate it to the Town. He noted that October is the evaluation month for the Town Clerk, and he handed those to Council with the instructions enclosed. The item will be presented at the October meeting and there will be copies of all evaluations included.

ATTORNEY COMMENTS:

Wagner questioned the Attorney about making changes to the Charter. She noted that annexations and municipal boundaries changes, qualifying dates and abolitions of departments could be done, but any other issue would have to go out for referendum.

ADJOURNMENT:

Motion made by Slavens and a second by Roberson to adjourn the regular at 7:42 PM. **Motion passed 5-0.**

ATTEST:

Michael Kehoe, Mayor

Brittney Sandoval Soto, Town Clerk

Steven Hunnicutt, Town Administrator

**TOWN OF LAKE HAMILTON
MINUTES
SPECIAL MEETING
WEDNESDAY, SEPTEMBER 6, 2023
5:05 PM**

The Town Council of Lake Hamilton held a Special Meeting on Wednesday, September 6, 2023, at 5:05 PM, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 5:05 P.M.

INVOCATION

The invocation was given by Vice Mayor Roberson.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited by all.

ROLL CALL

Roberson, Tomlinson, Slavens, Tomlinson, Wagner and Kehoe were present. Attorney Maxwell, Administrator Hunnicutt, Clerk Sandoval Soto, Fiscal Coordinator Pettus were present.

SPECIAL COUNCIL MEETING BUSINESS

Mayor Kehoe opened the public hearing at 5:06 PM

Mayor Kehoe read the following for the record.

I will now open the first public hearing to consider levying the Millage Rate and to adopt a balanced budget for the 2023-2024 fiscal year.

Review the Budget and Discuss the Percentage Increase in Millage over the RBR and the Reason for the Increase in Ad Valorem Tax Revenue

The taxing authority's name is Town of Lake Hamilton.

The Town of Lake Hamilton taxing authority is considering levying a millage rate of 8.4276 mills, which represents a 13.09% increase over the previous year's rolled back rate of 7.4518 mills.

The reason for the increase is to fund increased costs in the General Fund and for Capital Improvements.

Mayor opened up the floor for any comments.

Administrator Hunnicutt read the budget message and summarized the budget. The proposed millage rate is 8.4276. The Town will need reserves of 18% of the budget would equal 3.9 million dollars which will be allocated over time to build the reserves back up. Mayor Kehoe noted that the millage rate has been the same for the past 10 years.

Vice-Mayor Roberson questioned about the Building Official and Building Inspector positions. Administrator Hunnicutt noted that they are still using the Building Official and Building Inspector from Winter Haven and they have been ongoing with trying to find someone that can do both. There is a tough market at the moment as private providers are paying high wages for Officials and inspectors and the Town has to compete with those prices.

Public Hearing and First Reading of Resolution R-2023-18 to Adopt the 2023-2024 Millage Rate

Attorney Maxwell read the title for the record.

A resolution of the town council of the Town of Lake Hamilton, Florida; adopting the millage rate for fiscal year 2023-2024 beginning at 12:01 am on October 1, 2023, and ending September 30, 2024; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Kehoe noted for the record that there was no one from the public present at the meeting.

Motion made by Slavens and a second by Wagner to approve on first reading Resolution R-2023-18 to adopt the 2023-2024 Millage Rate for the Town of Lake Hamilton at 8.4276.

No public comments were received. Roberson aye, Tomlinson aye, Slavens aye, Wagner aye, Kehoe aye. **Motion passed 5-0.**

Public Hearing and First Reading of Resolution R-2023-19 to Adopt the 2023-24 Budget and CIP

Attorney Maxwell read the title for the record.

A resolution of the town council of the Town of Lake Hamilton, Florida; adopting a budget for fiscal year 2023-2024 beginning at 12:01 am on October 1, 2023, and ending September 30, 2024; reflecting the revenue generated together with the sources of the revenue; delineating the expenditures by department of activity; providing for conflicts; providing for severability; and providing for an effective date.

Motion made by Roberson and a second by Wagner to approve on first reading Resolution R-2023-19 to adopt the 2023-2024 annual budget and CIP for the Town of Lake Hamilton at \$22,852,026.00.

No public comments were received. Tomlinson aye, Slavens aye, Wagner aye, Roberson aye, Kehoe aye. **Motion passed 5-0.**

Mayor Kehoe reminded the Council that the 2nd hearing would be on September 19th at 5:05 PM.

Administrator Hunnicutt reminded Council about the retreat on October 25th at 9:00 am and to bring their thoughts and ideas for the future of Lake Hamilton.

ADJOURNMENT:

Motion made by Roberson and a second by Tomlinson to adjourn the special meeting at 5:21 PM.

No public comments were received.

Motion passed 5-0.

ATTEST:

Michael Kehoe, Mayor

Brittney Sandoval Soto, Town Clerk

Steve Hunnicutt, Town Administrator

**TOWN OF LAKE HAMILTON
MINUTES
SPECIAL MEETING
TUESDAY, SEPTEMBER 19, 2023
5:05 PM**

The Town Council of Lake Hamilton held a Special Meeting on Tuesday, September 19, 2023, at 5:05 PM, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Kehoe called the meeting to order at 5:05 P.M.

INVOCATION

The invocation was given by Vice Mayor Roberson.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited by all.

ROLL CALL

Roberson, Slavens, Tomlinson, Wagner and Kehoe were present. Tomlinson was absent. Attorney Maxwell, Administrator Hunnicutt, Clerk Sandoval Soto, Fiscal Coordinator Pettus were present.

SPECIAL COUNCIL MEETING BUSINESS

Mayor Kehoe opened the public hearing.

Mayor Kehoe read the following for the record.

I will now open the second and final public hearing to consider levying the Millage Rate and to adopt a balanced budget for the 2023-2024 fiscal year.

The taxing authority's name is Town of Lake Hamilton.

The Town of Lake Hamilton taxing authority is considering levying a millage rate of 8.4276 mills, which represents a 13.09% increase over the previous year's rolled back rate of 7.4518 mills.

The reason for the increase is to fund increased costs in the General Fund and for Capital Improvements.

Public Hearing and Second and Final Reading of Resolution R-2023-18 to Adopt the 2023-2024 Millage Rate

Attorney Maxwell read the title for the record.

A resolution of the town council of the Town of Lake Hamilton, Florida; adopting the millage rate for fiscal year 2023-2024 beginning at 12:01 am on October 1, 2023, and ending September 30, 2024; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Kehoe noted that the millage rate has not increased for the past ten years.

Motion made by Wagner and a second by Slavens to approve on second and final reading of Resolution R-2023-18 to adopt the 2023-2024 millage rate for the Town of Lake Hamilton at 8.4276.

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

Public Hearing and Second and Final Reading of Resolution R-2023-19 to Adopt the 2023-24 Budget and CIP

Attorney Maxwell read the title for the record.

A resolution of the town council of the Town of Lake Hamilton, Florida; adopting a budget for fiscal year 2023-2024 beginning at 12:01 am on October 1, 2023, and ending September 30, 2024; reflecting the revenue generated together with the sources of the revenue; delineating the expenditures by department of activity; providing for conflicts; providing for severability; and providing for an effective date.

Mayor Kehoe opened the floor for comments. Keith Pence asked what the Resolution was for, and Mayor Kehoe addressed Mr. Pence and stated it was to adopt the budget for the Town for operating revenues and expenditures.

Motion made by Slavens and a second by Wagner to approve on second and final reading Resolution R-2023-19 to adopt the 2023-2024 Annual Budget and CIP for the Town of Lake Hamilton at \$22,852,026.

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

New Acquisition (Donated Police Vehicles)

Administrator Hunnicutt presented the agenda item and noted that the Orlando Police Department donated 2 vehicles to the Town that are K-9 equipped. They are both 2017 Tahoe's and staff recommends approving the donations. Slavens questioned the life expectancy left in the vehicle and Administrator Hunnicutt estimated about 2 years.

Motion made by Wager and a second by Roberson to accept the 2 2017 Chevrolet Tahoe's that were donated from the Orlando PD.

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

Administrator Hunnicutt handed out retreat packets for the council that included a guideline of a timetable. He noted that it would include Council and few top staff. There will be a lot of items that need to be addressed and he put out a survey on Facebook on what the residents would like to see to improve. He will bring back the results of the survey to the retreat.

ADJOURNMENT:

Motion made by Wagner and a second by Roberson to adjourn the special meeting at 5:16 PM. No public comments were received.

Motion passed 5-0.

ATTEST:

Michael Kehoe, Mayor

Brittney Sandoval Soto, Town Clerk

Steve Hunnicutt, Town Administrator

ORDINANCE 0-23-11

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA AMENDING THE COMPREHENSIVE PLAN FOR TOWN OF LAKE HAMILTON, FLORIDA; SAID AMENDMENT BEING KNOWN AS AMENDMENT 23821 AMENDING THE CURRENT AND FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURE LANDS TO PUD FOR A 19.63 PARCEL OF LAND LOCATED ADJACENT TO THE EAST SIDE OF DETOUR ROAD AND ADJACENT TO THE SOUTH SIDE OF LAKE HATCHINEHA ROAD; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition to rezone territory into the Town of Lake Hamilton has been filed requesting the Town rezone certain property herein described; and

WHEREAS, the Town of Lake Hamilton deems it expedient and practical to amend the Town's comprehensive plan, and

WHEREAS, the property herein is part of the unified corporate area with respect to municipal services and benefits.

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

SECTION 1.

That the Town Council of the Town of Lake Hamilton does hereby amend the Town's comprehensive plan.

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 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 as provided by state law within (10) ten 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 5th day of September 2023.

PASSED AND ADOPTED on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 3RD day of October 2023.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVAL SOTO, TOWN CLERK

APPROVED AS TO FORM:

HEATHER MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Tomlinson		
Slavens		
Wagner		
Kehoe		

NOTICE OF PUBLIC HEARING

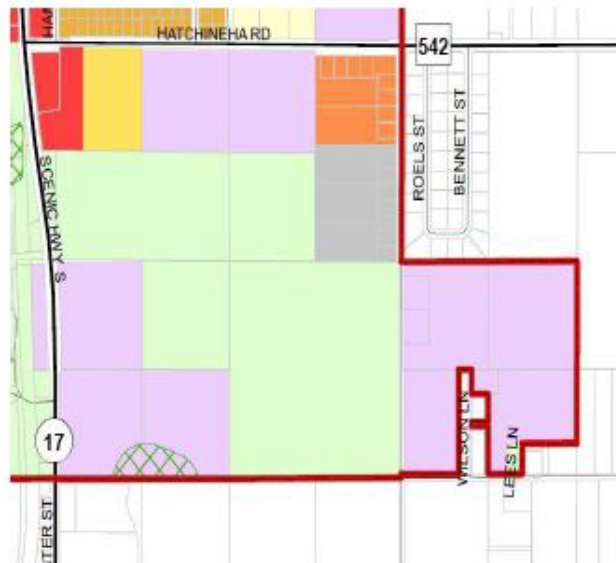
TOWN COUNCIL TOWN OF LAKE HAMILTON

6:00 PM, TUESDAY, SEPTEMBER 5TH, 2023

THE LAKE HAMILTON TOWN COUNCIL WILL HOLD PUBLIC HEARING ON THE DATE AND TIME NOTED ABOVE. THE MEETING WILL BE HELD IN THE LAKE HAMILTON TOWN HALL COUNCIL CHAMBERS 100 SMITH AVENUE, LAKE HAMILTON. ANY INTERESTED PERSONS WHO FEEL THEY ARE AFFECTED BY THE ACTIONS IDENTIFIED IN THE FOLLOWING ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND BE HEARD.

ORDINANCE O-23-11: AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT 23821, AMENDING THE CURRENT AND FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL LANDS TO PUD FOR A 19.63 ACRE PARCEL OF LAND LOCATED ADJACENT TO THE EAST SIDE OF DETOUR ROAD AND ADJACENT TO SOUTH SIDE OF LAKE HATCHINEHA ROAD; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMPLIANCE REVIEW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

INSERT O-23-11: Cassidy Gr 5 Map



ORDINANCE O-23-12

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA REZONING A 19.63 ACRE PARCEL OF LAND LOCATED 662 FEET EAST OF DETOUR ROAD AND ON THE SOUTH SIDE OF LAKE HATCHINEHA AGRICULTURAL TO PUD KNOWN AS WEIBERG 5; AMENDING THE LAKE HAMILTON WEIBERG 5 PUD TO INCLUDE SUCH 19.63 PARCEL OF LAND; PROVIDING FOR SEVERABILITY AND PROVIDING FOR CORRECTIONS OF SCRIVENERS ERRORS; PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, a petition to rezone territory into the Town of Lake Hamilton has been filed requesting the Town rezone certain property herein described; and

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

WHEREAS, the property herein is part of the unified corporate area with respect to municipal services and benefits.

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

SECTION 1.

That the Town Council of the Town of Lake Hamilton does hereby rezone one parcel 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.

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 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 as provided by state law within (10) ten 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 5th day of September 2023.

PASSED AND ADOPTED on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 3RD day of October 2023.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

APPROVED AS TO FORM:

HEATHER MAXWELL, 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.

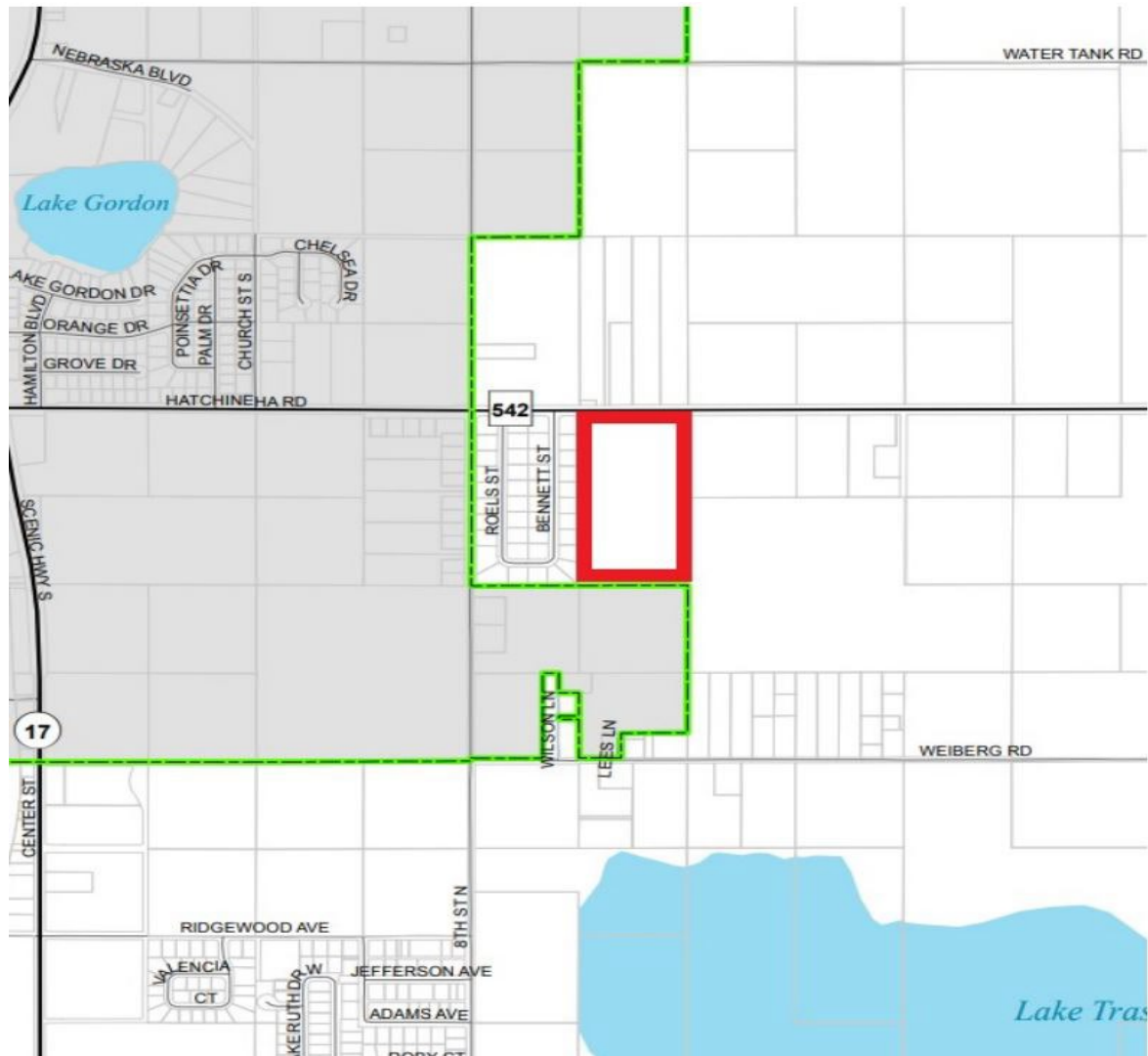
Lake Hamilton, FL 33851

Legal Descriptions

Parcel ID 27-28-22-000000-033010

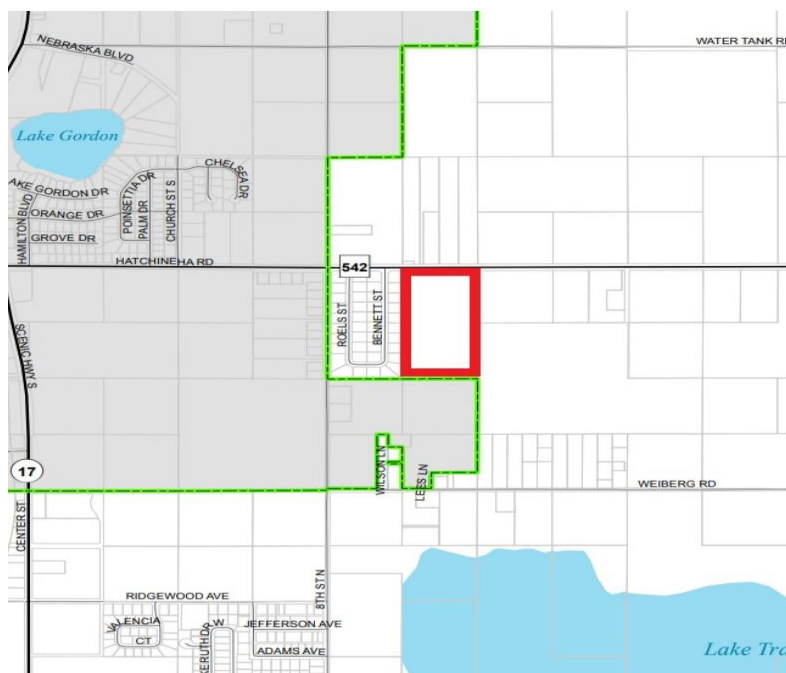
At the Northwest Corner of said Section 22, run thence along the North boundary thereof, N.89°22'14"E., a distance of 662.29 feet; thence departing said North boundary, S. 00°39'24'E., a distance of 39.71 feet to the Northeast corner of CLASCO RIDGE ESTATES, according to the plat thereof, as recorded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

**“EXHIBIT “B”
Location Map**



NOTICE OF PUBLIC HEARING CASSIDY GROUP 5 REZONING

All persons are hereby notified that the Town Council for the Town of Lake Hamilton, Florida, will hold a **Public Hearing on Tuesday, September 5, 2023, at 6:00 p.m.** or as soon thereafter as the matter may come before the Council at the Town of Lake Hamilton Townhall, 100 Smith Avenue, Lake Hamilton, Florida, to consider comments from the public regarding Ordinance O-23-12, which proposes to amend the Town's current zoning pursuant to Chapter 171 of the Florida Statutes, by rezoning one parcel of property located 662 feet east of Detour Road on the south side of Lake Hatchineha Road in Section 22, Township 28 South, Range 27 East, Polk County, Florida.



Ordinance 0-23-12 can be viewed at the office of the Town Clerk at Lake Hamilton Town Hall, 100 Smith Avenue, Lake Hamilton, Florida between the hours of 8:00 am and 5:00 pm, Monday through Friday.

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

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 Steven Hunnicut, Town Administrator at 863-439-1910 within two (2) working days of your receipt of this notification.

ORDINANCE O-23-13

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING THE TOWN OF LAKE HAMILTON CODE OF ORDINANCES BY ADDING ARTICLE III, RED LIGHT INFRACTIONS, TO CHAPTER 30 OF THE LAKE HAMILTON CODE OF ORDINANCES; ADOPTING FINDINGS; PROVIDING FOR USE OF TRAFFIC INFRACTION DETECTORS IN ACCORDANCE WITH STATE LEGISLATION; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the running of red lights continues to be a safety hazard affecting every citizen and traveler in the Town of Lake Hamilton; and

WHEREAS, the Town wishes to bolster its efforts to reduce the frequency of red light running in the Town of Lake Hamilton by using traffic infraction detectors in accordance with State law.

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

Section 1. Recitals Adopted.

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

Section 2.

The Code of Ordinances of the Town of Lake Hamilton, Florida, is hereby amended to add Article III, Use of Traffic Infraction Detectors, to Chapter 30, Traffic and Vehicles, and shall read as follows:

Article III. Use of Traffic Infraction Detectors

Sec. 30-20. Purpose and intent.

The Town of Lake Hamilton is hereby authorized to use traffic infraction detectors consistent with and pursuant to State law, including Chapter 316, Florida Statutes to detect, process and penalize red light violations under the Florida Uniform Traffic Control Law. The use of traffic infraction detectors shall be deemed a supplemental means of enforcing the Florida Uniform Traffic Control Law and nothing herein shall be construed or operate to preclude the enforcement of the Florida Uniform Traffic Control Law by any other means provided by law.

Sec. 30-21. Designation of local hearing officers.

For red light violations being enforced under the provisions of this Article, the Town of Lake Hamilton's Code Enforcement Special Magistrate is hereby designated to serve as the Town's red-light camera hearing officer for the purpose of conducting hearings requested by alleged violations wishing to contest a notice of violation received pursuant to the provisions of the Florida Uniform Traffic Control Law.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability.

If any word, sentence, clause, phrase, or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its passage.

INTRODUCED AND PASSED ON FIRST READING by the Town Council of the Town of Lake Hamilton, Florida, meeting in Regular Session this 5th day of September 2023.

INTRODUCED, PASSED AND DULY 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 MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Tomlinson		
Slavens		
Wagner		
Kehoe		



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Teague, Police Chief

AGENDA ITEM: Consider agreement with Altumint, ref: Automatic Traffic Enforcement.

DATE: October 3, 2023

SUMMARY: 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.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒ If Yes, Please Explain:

RECOMMENDATION: Staff recommends approving the contract with altumint for Automatic Traffic Enforcement.

ATTACHMENTS: Agreement attached

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:

Altumint, Inc. By: _____ Name: _____ Title: _____	Town of Lake Hamilton, Florida By: _____ Name: _____ Title: _____
---	---

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
Town Council
Agenda Summary Report

TO: Mayor, Town Council, Town Attorney, Town Administrator

FROM: Chris Kirby, Town Planner

AGENDA ITEM: Ordinance 0-23-14 Group 9 Detour Road Annexation

DATE: September 25, 2023

SUMMARY: 1st reading of Ordinance 0-23-14 is an annexation advertised as Group 9 Detour Road consisting of multiple parcels totaling 630 acres.

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒ If Yes, Please Explain:

RECOMMENDATION: Staff has reviewed and subsequently recommends approving Ordinance 0-23-14 for the 1st reading of the Group 9 Detour Road annexation.

ATTACHMENTS: a) Public Notice

b) Ordinance 0-23-14 with Exhibit A

ORDINANCE O-23-14

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON EXTENDING THE CORPORATE LIMITS OF THE TOWN SO AS TO INCLUDE ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF LAKE HAMILTON, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. THE PROPERTY LOCATION IS 1,800 FEET EAST OF DETOUR ROAD ON THE NORTH AND SOUTH SIDE OF KOKOMO ROAD, 1,300 FEET EAST OF DETOUR ROAD ON THE NORTH SIDE OF LAKE HATCHINEHA ROAD CONTAINING 626.82 ACRES.

WHEREAS, a petition 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:

SECTION 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, 35 parcels owned by the GLK Real Estate, LLC and consisting of a total of 626.82 acres, described as follows:

Parcel Number: 272815-822500-000010, 272815-000000-042010, 272815-000000-041010, 272815-000000-031020, 272815-000000-031020, 272815-000000-031040, 272815-000000-042050, 272815-000000-042020, 272814-000000-023150, 272815-000000-021010, 272815-000000-021020, 272815-000000-011010, 272815-000000-021030, 272815-000000-021030, 272815-000000-042020, 272815-000000-042020, 272815-000000-024020, 272815-000000-024030, 272815-000000-041020, 272815-000000-041030, 272815-000000-034000, 272815-000000-022010, 272815-000000-011020, 272815-000000-013040, 272815-000000-013050, 272815-000000-014010, 272815-000000-014020, 272815-000000-032010, 272815-000000-032020, 272815-000000-032030, 272810-000000-024010, 272814-000000-033020,

272815-000000-013060, 272815-000000-012030, 272815-000000-013010, 272815-000000-031010

Section 22, Township 28 South, Range 15 East, Polk County, Florida.

The town boundaries of the Town of Lake Hamilton are hereby redefined to include the parcels of land described above and in accordance with Exhibit “A” hereto attached and made a part of the Ordinance.

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 3rd day of October 2023.

PASSED AND ADOPTED on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 7th day of November 2023.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

Ordinance O-23-14

Page 3

ATTEST:

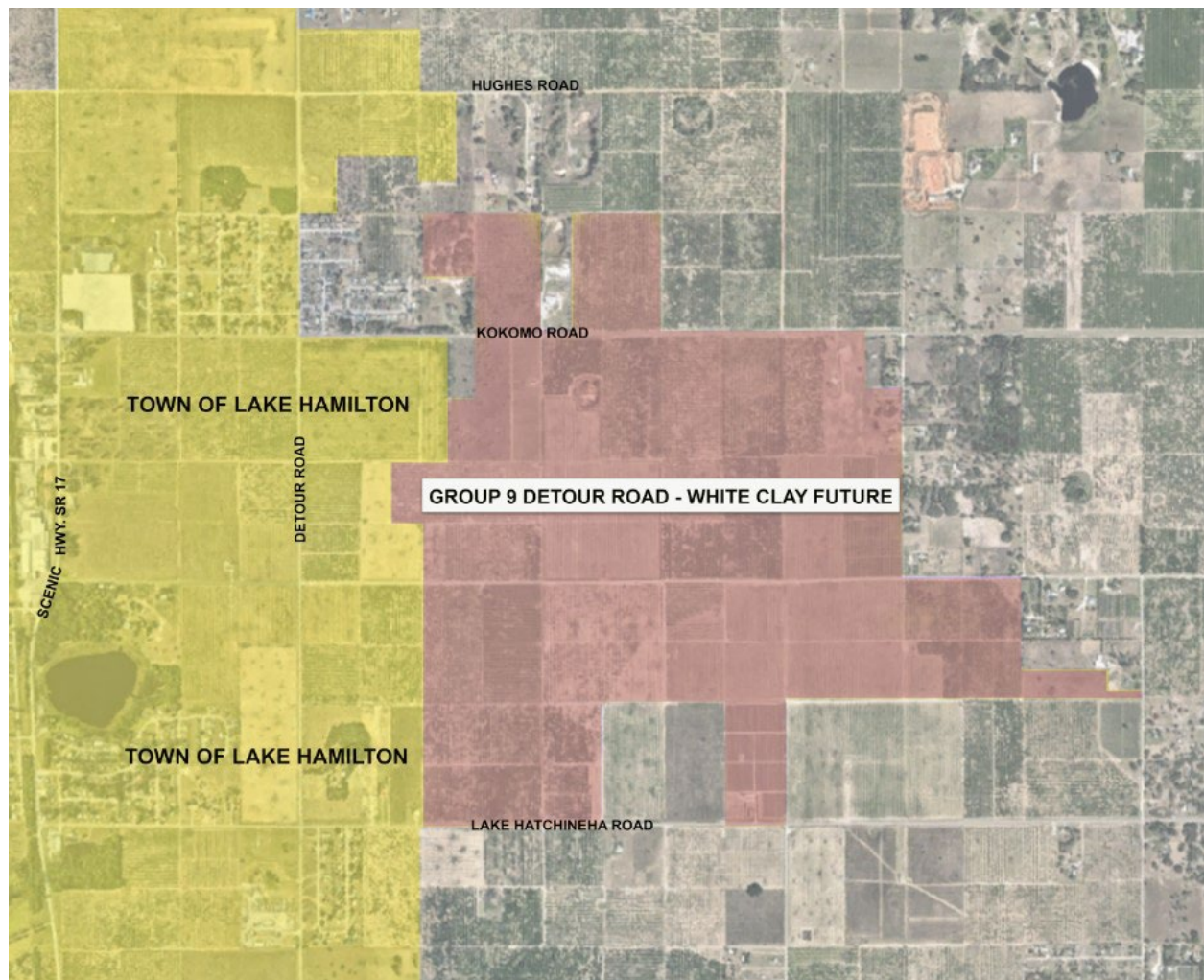
BRITTNEY SANDOVAL SOTO, TOWN CLERK

Approved as to form:

HEATHER MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Tomlinson		
Slavens		
Wagner		
Kehoe		

EXHIBIT A
Group 9 Annexation



Town of Lake Hamilton

Personnel Policy Handbook



Revised & Effective as of
August 2023

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SECTION 1. GENERAL PROVISIONS

1.01 Purpose

- A. The purpose of these Personnel Policies is to provide a general guide for the personnel administration of the Town of Lake Hamilton.
- B. It is the intent of these policies to assure fair treatment of all of the Town's employees in all aspects of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age or gender and with proper regard for an employee's privacy and rights as a citizen.
- C. Employees shall have the right to form, join, and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing in accordance with State law.

1.02 Positions Covered

- A. Unless otherwise specified to the contrary, these Personnel Policies cover all Town employees. Except for the terms and conditions specified in *Section 3*. Standards of Conduct, persons occupying the positions of Mayor and Vice Mayor, Board and Council Member, Town Attorney, and seasonal, temporary, volunteer and reserve positions, are not governed nor are they covered by the provisions and procedures contained within these Personnel Policies.
- B. Department Directors are covered by all provisions of these Personnel Policies except overtime, compensation rules and procedures.
- C. The Town Council may authorize extending the benefits of the Career Service or may authorize filling any positions in the manner in which positions in the Career Service are filled.
- D. Personnel employed under the provisions of government programs or grants approved by the Town Council or the Town Administrator shall be considered as non-covered positions. Methods of appointment, rights and benefits will be determined by the Town Administrator, unless otherwise specified by the governmental agreement.

1.03 Administration

- A. The Town Administrator shall be responsible for the administration and direction of the Town's personnel program.
- B. Department Directors will be responsible for the proper and effective administration of these personnel policies within their respective departments. Routine matters pertaining to enforcement may be delegated.
- C. The Town retains all management rights including, but not limited to, the following:
 - 1) To determine the organization of the Town.
 - 2) To determine the purpose of each of its departments.
 - 3) To exercise control and discretion over the organization and efficiency of operations.
 - 4) To set standards for services to be offered to the public.

- 5) To manage and direct the employees of the Town and to determine the number of personnel to be employed.
- 6) To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees.
- 7) To suspend, demote, discharge or take other disciplinary action against employees.
- 8) To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds or other reasons.
- 9) To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and sub- contract existing and future work.
- 10) To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division or project.
- 11) To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- 12) To require all employees to have periodic physical examinations, which may include psychological, drug and controlled substance testing, etc., at the Town's expense.

1.04 At-Will Employment

- A. All Town of Lake Hamilton employees are *at-will employees*. Said employees have the right to resign employment with the Town at any time, with or without cause, and with or without warning/notice. Additionally, the Town of Lake Hamilton may, with or without cause, and with or without notice terminate one's employment with the Town as long as the Town does not violate any applicable federal or state law.
- B. This handbook is not a contract or legal document, nor is it an invitation to contract. The at-will nature of employment with the Town may only be modified in writing, and signed by the employee or their representative and an authorized Town of Lake Hamilton representative. The provisions in the handbook have been developed at the discretion of management and, except for the policy of employment-at-will, may be amended or canceled at any time, at the sole discretion of the Town.

1.05 Amendments

- A. The Town Administrator shall present to the Town Council rules, regulations and changes as necessary for the administration of the personnel system.
- B. Amendment, changes or revisions of the Personnel Policies as approved by the Town Council shall be distributed to all Town employees.

1.06 Department Policies

- A. Department operating policies and procedures serve as supplements to these policies. In the event of conflict in any section, the Town Personnel Policies shall prevail.
- B. Department policies and procedures will be in writing and approved by the Town Administrator or designee for conformance to the Personnel Policies.

SECTION 2. DEFINITION OF TERMS

Active Pay Status – authorized paid leaves, holiday or time worked.

Anniversary Date – the date on which an employee begins employment and the same date in following years. This also is the date from which vacations and sick leave are computed.

Applicant – individual who has completed and submitted an application for employment with the Town.

Appeal – an application for review of a disciplinary action submitted by an employee.

Appointment – offer and acceptance by a person to a position either as a full-time, part-time, temporary, seasonal, or internship employee.

Career Service Employee – a full-time employee who has successfully completed an initial probationary period. A Career Service Employee is subject to and receives all benefits and rights as provided by the Personnel Policies.

Chronically – is considered three (3) occurrences within a ninety (90) day period.

Class – group of positions that are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class descriptions and pay range.

Class Description – written description of a class consisting of a class title, a general statement of the major function of work, illustrative duties and the qualifications for the class.

Class Title – title in the classification plan that describes the general nature of work of the position.

Classification – grouping positions in classes.

Classification Date – date an employee entered, transferred, or was promoted to the current position. This is the date from which length of service in classification is computed for determination of probationary periods.

Classification Plan – official system of grouping positions into classes.

Compensation – the standard rates of pay which have been established for the respective classes of work, as set forth in the compensation plan.

Compensation Plan – the official schedule of pay assigning rates of pay to each class title.

Compensatory Time – an arrangement by which eligible employees are entitled to time off in lieu of overtime pay.

Continuous Service – employment which is uninterrupted except for authorized leaves of absence, suspension or separation due to reduction in work force. Authorized paid leaves of absence are included as part of continuous service.

Demotion – assignment of an employee from one class to another which has a lower maximum rate of pay.

Department Director – refers to the employee who oversees a specific department, unless otherwise indicated.

Dismissal/Discharge – the involuntary separation of an employee from the Town-for cause.

Electronic Messaging Device (EMD) – includes all town of Lake Hamilton personal computers, electronic mail systems (e-mail), voice mail systems, paging systems, electronic bulletin boards, Internet service providers, fax machines, laptop or mobile computing terminals (MCT) and any part of the Town's computer network. EMD devices are designed and intended for conducting business of this organization and are restricted to that purpose.

Employee – an individual who regularly works for the Town on a non-exempt or exempt status.

Exempt Status – employees who are in an exempt status category under the Fair Labor Standards Act and are not eligible for overtime pay.

Grade – designation for a job classification in the pay plan.

Habitually – occurring three (3) times within a ninety (90) day period.

Furlough – a temporary reduction of work hours and/or workweek.

Immediate Family- includes spouse, children, step-children, parent, step-parents, grandmother, grandfather, step-grandmother, step-grandfather, brother, sister, step-siblings, half-siblings, father-in-law, mother- in-law, son-in-law, daughter-in-law, legal guardian or any relative living in the same household (this definition is for purposes of Sick Leave and Funeral Leave only).

Insubordination – the unwillingness on the part of an employee to submit to the authority vested in supervisors, Department Directors and the Town Administrator as outlined in the Personnel Policies.

Leave – approved type of absence from work as provided by these policies.

May – the word "may" shall be interpreted as permissive.

Evaluation – a report relative to the job performance of employees made by the supervisor.

Pay Increase – increase established in the pay plan which may be granted to an employee based on job performance.

Non-Covered Position – employees and positions which are exempt from specific provisions of the Personnel Policies, including the Career Service employment appeal provisions.

Non-Exempt Status – An employee who is eligible to receive overtime pay pursuant to the Fair Labor Standards Act.

Overtime – time worked in excess of the regularly scheduled work periods for those persons not working on an exempt basis.

Pay Range – salary which is assigned to a classification title, expressed as a pay range number.

Position – groups of duties and responsibilities assigned and budgeted requiring the full- time or part-time employment of one (1) person.

Probationary Employee – full time employee serving a trial period prior to regular appointment in that position.

Probationary Period – period of time provided to allow the Department Director an opportunity to evaluate an employees' performance and to decide whether or not the employee is to be retained.

Promotion – assignment of an employee from one class to another which has a higher maximum rate of pay.

Reduction in Force (Layoff) – reduction of the number of employees due to the lack of funds, shortage of work, the abolition of a position or other causes which do not reflect discredit on the service of the employees.

Relative – father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, step grandmother, step grandfather half-brother, half-sister (State Statute definition).

Resignation – act of voluntarily withdrawing from Town employment.

Retirement – the action or fact of leaving one's job and ceasing to work.

Sexual Harassment – unwelcome sexual advances of whatever nature, requests for sexual favors or other verbal or physical conduct of a sexual nature.

Shall/Will – these terms are interpreted as being mandatory.

Step – series of pay progressions within a grade.

Supervisor/Manager – refers to the immediate supervisor/manager of an employee, unless otherwise indicated.

Suspension – relief from work without pay under the Personnel Policies by their Department Director or other supervisor authorized to enforce disciplinary action.

Time Worked – leave all work requested, suffered, permitted or allowed within the hours an employee is authorized or required, known or reasonably believed by the Town to be on duty at a Town facility or at a prescribed work place. Time worked includes travel time, training and meeting time, wait time, on-call time, preparatory and concluding time and must be equal to or greater than fifteen (15) minutes.

Trainee – an appointed employee undergoing a training period to learn the job duties or to attain education or certification.

Transfer – action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

Work Day – scheduled number of hours an employee is required to work per day.

Work Schedule – the normal scheduled day or days assigned to an employee by the Department Director or any other schedule approved by the Town Administrator.

SECTION 3. STANDARDS OF CONDUCT

3.01 General Policy

- A. It is the intent of the Town to have a mutually beneficial relationship with each employee. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.
- B. The Town of Lake Hamilton has established a system of personnel management to assist in providing superior service to the community.
- C. The Town advocates the concept that the quality of public service can reach maximum efficiency through a Personnel Management System based on merit principles.
- D. It is the policy of the Town to expect compliance from employees with all Personnel Policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.
- E. An employee of the Town of Lake Hamilton represents the Town in all his/ her dealings with the public. Being a representative involves a degree of duty and obligation regarding public and private conduct which is not common to other classes of employees. A Town employee's appearance, attitude, and behavior all announce to our customers, both internal and external, what may be expected from the Town's government.

3.02 Equal Employment Opportunity

- A. The Town is firmly committed to equal employment opportunity and does not discriminate in any employment-related decisions on the basis of race, color, religion, national origin, gender, age, handicap or marital status, sexual orientation, gender identity, and genetic information.
- B. Any complaint of violation of the equal opportunity policy may be handled through the grievance procedure refer to *Section 12*.
- C. Handicapped persons will be given full consideration for employment in all departments.

3.03 Smoke-Free Workplace

- A. The Town is committed to a smoke-free workplace and prohibits smoking at all Town buildings unless otherwise stated by law.

3.04 Harassment/Sexual Harassment

- A. The Town shares a common belief that each employee should be able to work in an environment free of discrimination, and any form of harassment, based on race, color, religion, age, gender, pregnancy, national origin, handicap or marital status, sexual orientation, gender identity, and genetic information.
- B. To help ensure that no Town employee feels that they are being subjected to harassment and in order to create a comfortable work environment, the Town prohibits any offensive physical, written or spoken conduct, including conduct of a sexual nature. Some examples include:
 - 1) Unwelcome or unwanted advances, including sexual advances.

- 2) Unwelcome requests or demands for favors, including sexual favors.
 - 3) Verbal or visual abuse or kidding that is oriented toward a prohibited form of harassment, including that which is sex-oriented and considered unwelcome.
 - 4) Any type of sexually oriented conduct or other prohibited form of harassment that would unreasonably interfere with workperformance.
 - 5) Creating a work environment that is intimidating, hostile, abusive or offensive because of unwelcomed or unwanted conversations, suggestions, requests, demands, physical contact or attentions, whether sexually oriented or other prohibited form of harassment.
- C. Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to both parties are not considered to be harassment, including sexual harassment.
- D. If an employee believes that he/she is being subjected to any of these forms of harassment, or believes that he/she is being discriminated against because other employees are receiving favored treatment in exchange, for example, sexual favors, he/she must bring this to the attention of his/her supervisor. The very nature of harassment makes it virtually impossible to detect unless the person being harassed registers his/her discontent with the appropriate department's representative. If the employee feels that the supervisor cannot resolve the problem, or should the supervisor be the subject of the complaint, then the employee may register his/her discontent with another supervisor or he/she may seek a higher - level authority that he/she believes would be appropriate.
- E. A record of the complaint and the findings will become a part of the file and will be maintained separately from the employee's personnel file.
- F. It is understood that any person elected to utilize this complaint resolution procedure will be treated courteously, the problem handled swiftly and confidentially, and the registering of a complaint will in no way be used against the employee, nor will it have an adverse impact on the individual's employment status.

3.05 Workplace Violence

- A. The Town of Lake Hamilton is committed to maintaining a safe environment for all staff and citizens and will not tolerate any form of workplace violence committed by or against persons on our premises. Any observed or reported form of workplace violence will be taken seriously and thoroughly investigated. Any confirmed offender will be dealt with severely according to disciplinary guidelines and established law enforcement procedures.
- 1) Work place violence includes, but is not limited to, the following:
 - a. harassment
 - b. stalking
 - c. physical violence
 - d. use of weapons of any kind
 - e. direct or implied threat of physical violence towards any member of the staff, citizens, visitors or any other persons on the premises of the Town of Lake Hamilton.
 - 2) This below list of behaviors, while not inclusive, provides examples of conduct that

is prohibited by this policy:

- a. causing physical injury to another person;
 - b. making threatening remarks;
 - c. aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotion distress;
 - d. intentionally damaging employer property or property of another employee;
 - e. committing acts motivated by, or related to sexual harassment or domestic violence;
 - f. acts of violence toward co-workers outside the workplace:
- 3) Any potentially dangerous situation must be reported immediately to a supervisor or manager, the Lake Hamilton Police Department and Human Resources. Reports or incidents warranting confidentiality will be handled appropriately and confidentiality will be maintained to the farthest extent. All supervisors, managers and/or Department Directors are required to report any claim or suspicion of any workplace violence type behavior to Human Resources.

3.06 Conflict of Interest

- A. Employees who may be in a position to influence actions and decisions regarding the Town's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers.
- B. An outside personal economic relationship which affords present or future financial benefits to an employee, his/her family or individuals with whom he/she has business or financial ties may be a conflict of interest requiring evaluation by the Town Administrator.
- C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the Town Administrator.
- D. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Town Administrator.
- E. The Town Administrator shall determine whether a relationship could cause a potential conflict of interest.
- F. It is improper for any employee to use his/her position with the Town to obtain or attempt to obtain any special preferences, privileges or exemptions for himself/herself or for others.
- G. No employee shall disclose information gained by reason of his/her official position, nor shall the employee use such information for personal gain or benefit.

3.07 Political Activity

- A. Employees MAY: (limited to non-working hours)
 - 1) Register and vote as they choose.
 - 2) Assist in voter registration drives.
 - 3) Express their opinion about candidates and issues.
 - 4) Contribute money to a political organization or attend political fund- raising functions.

- 5) Wear or display political badges.
- 6) Attend political rallies and meetings.
- 7) Join a political club or party.
- 8) Sign nominating petitions.
- 9) Campaign for/against referendum questions, constitutional amendments, etc.
- 10) Become a candidate for an elective political office.
- 11) The employee may use vacation and/or unpaid leave, or work after duty hours during a campaign other than one for a Town office.
- 12) Any employee who wishes to accept or seek election to a Town office shall resign from Town employment upon formal declaration of candidacy.
- 13) An employee wishing to qualify for any other elective office shall submit written notification to the Town Administrator, who will determine whether a conflict of interest exists. Should the employee win such election, and a conflict of interest was determined, he/she will resign from the employment effective on the date of election. Should the employee lose the election, he/she will be permitted to retain his/her employment.

B. Employees MAY NOT:

- 1) Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote or affecting the result thereof.
- 2) Directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
- 3) Interfere in any other way with the personal right of any officer or employee.

3.08 Employment of Relatives

- A. In order to encourage a diverse and representative work force and to avoid the risks of conflicts between family obligations, family loyalties and Town business, the Town discourages but does not automatically prohibit members of the same family from working for the Town.
- B. Each situation involving employment of a family member must be reviewed on its own merits. As a general guideline, however, employees should know that the Town will not allow the employment of a family member in any situation where a conflict of interest exists or where there is a substantial likelihood that a conflict of interest will arise; including but not limited to such things as:
 - 1) Relative working under the direct supervision of another.
 - 2) One relative being responsible for the job merit evaluation of another.

- 3) One relative being directly involved in job actions with regard to another.
- 4) One relative is subject to learning confidential information about the other.
- 5) The relationship creates friction among co-workers or other Town employees, adversely affecting Town operations.
- 6) Or where one relative involves himself/herself in the work related problems of the other.
- 7) It is the obligation of all affected employees to immediately advise the Town Administrator if a change in his/her situation occurs or is anticipated which will result in his/her becoming related to another employee so that the effect, if any, of the relationship to and on Town operations may be fully evaluated and appropriate action taken.
- 8) Family members under this section shall include any relative as defined in *Section 2, Definition of Terms*.

3.09 Outside Employment

- A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, Town employment shall be considered their primary employment. No employee may engage in outside employment which would interfere with the interest of the Town.
- B. Any employee desiring to pursue outside employment shall request approval from their Department Director.
- C. The Department Director may reject the request if it is deemed to affect Town employment. Any notice to engage in outside employment previously granted under these Personnel Policies may be canceled or terminated at any time by the Town upon giving sufficient written notice to the employee concerned.
- C. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under Town Worker's Compensation as a result of a disability due to outside employment.
- D. Equipment, facilities, vehicles or property of the Town shall not be used by employees for outside employment.

3.10 Release of Information

- A. It is the intent of the Town to ensure that all information released is true and accurate. Unless release of information is a normal part of their job duties, an employee shall direct such inquiry to the Town Clerk who is the records custodian of the Town.
- B. Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact.
- C. All employees shall be courteous, friendly and helpful at all times to those members of the public who seek information.

3.11 Solicitation and Distribution

- A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make contributions will not be permitted.

- B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any Town facility.
- C. Employees are prohibited from soliciting any other Town employee on behalf of any labor unions, labor organization or employee organizations during the working hours of any employee subject to the solicitation. (*see Section 447.509, Florida Statutes*)
- D. Distribution of literature for Town sanctioned programs such as recreational activities is not restricted by this policy.

3.12 Employee Debts

- A. An employee's financial transactions are the employee's personal affair. The Town will not act as a collection agent. However, should complaints concerning an employee's failure to meet financial obligations result in interference with the employee's job performance or occasional loss of time and effort on the part of other Town employees, the employee concerned shall be informed. Should the condition continue, the employee may be subject to disciplinary action.

3.13 Use of City Property

- A. Employees shall not use Town property, equipment or vehicles except in the performance of official duty, nor shall they permit its use by an unauthorized person, either on or off duty, except as authorized by the Town in writing.

3.14 Use of City Vehicles

- A. Employees may be allowed to use vehicles to go to and from work and for valid educational purposes with the permission of the Town Administrator or the Town Administrator's designee.
- B. Employees are required to obey all traffic regulations while in a Town vehicle and will be responsible for any traffic citations or red light camera fines.
- C. There shall be no use of cell phones or laptop computers while the vehicle is in motion.
- D. Use of the Town vehicle for personal reasons is prohibited, unless authorized by a Department Director or the Town Administrator for reasons beneficial to the Town.
- E. Non-Town employees are not authorized to ride in a Town vehicle, unless on official Town business with authorization from the Town Administrator. Police and Fire Fighters, Town advisory members, and normally scheduled volunteers are authorized if approved by the Department Director.
- F. The employee assigned to the vehicle shall be responsible for the appearance and maintenance of the vehicle.

3.15 Dress and Appearance

- A. Employees' personal appearance and hygiene are important to both employees and the Town. Employees are expected to maintain a good personal appearance and to give consideration to neatness and cleanliness. Employees should always dress in a manner befitting the job, with due consideration to the needs of the Town, other employees, and safety.
- B. An employee's clothing should always uphold customary acceptable attire for the workplace, an office, and meeting with customers, clients, and the public. Clothing that is not allowed to be worn by employees while working includes, but is not limited to,

the following:

- 1) Tattered jeans or shorts
 - 2) Shirts with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive slogans, graphic illustrations, or other references to alcohol or tobacco products, any form of gambling
 - 3) Attire that is revealing, tight or provocative
 - 4) Flip-flops or any type of loose footwear
 - 5) Sweat suits
 - 6) Body piercings and/or tattoos that have slogans or images that are demeaning or feature profanity or other messages, that are distracting; that do not promote or enhance a safe and productive workplace
- C. Such standards shall be based on the type of work performed by the employees, the physical work environment and the extent of public contact required by the job. Work clothes and uniforms provided for many departments generally set the standard for their functions.
- D. Town Logo shirts are appropriate for both field and office staff.
- E. Those employees furnished uniforms and shoes will be required to wear them correctly. Those who wear hats will wear only Town approved hats.
- 1) Employees issued uniforms are required to return all uniforms upon severance of employment with the Town of Lake Hamilton. Cost of uniforms not returned will be deducted from the employees final pay check.
- F. Employees that do not adhere to these guidelines could be sent home without pay.

3.16 Personal Business

- A. Conducting personal business while on official duty should be kept to a minimum. If it is necessary for the employee to make telephone calls or meet with persons not employed by the Town, the discussions should be held during breaks or meal period. Exceptions will be allowed only in cases of an emergency.

3.17 Acceptance of Gifts

- A. Employees shall not accept anything of value, including a gift, loan, reward, promise of future employment or services that:
- 1) Would cause a reasonably prudent person to be influenced in the discharge of official duties; or
 - 2) Are based upon any understanding that the judgment of the employee in carrying out his/her employment responsibilities would be influenced thereby. (*see Section 112.313(2), Florida Statutes*)

3.18 Electronic Communications

- A. It is the intent of the Town of Lake Hamilton to provide Electronic Communication Devices (ECD) to employees who have a demonstrated need. While using the ECD, it is understood that the employee is representing the Town at all times, and will use the

ECD professionally, productively and responsibly. Employees will follow the generally accepted rules of network etiquette and adhere to the following requirements:

- 1) ECD is for Town business purposes only. The ECD will not be used in any way that could disrupt the productivity of the Town or the use of the Town's computer network. Personal use, other than for pre- approved educational purposes, is not allowed. Downloading, viewing or interaction with sexually explicit or pornographic sites is strictly forbidden. Access to chat groups or bulletin boards, unless for a direct business purpose, is prohibited.
- 2) Using Town owned ECD for texting is allowed, however if the contents of the message is work related or deemed to be public record then it must be forwarded to the recipient's Town email address in order for it to be archived. If there are any problems forwarding the text message, contact the IT Department for assistance.
- 3) Illegal activities are forbidden. Employees do not maintain any right to privacy in Town owned (ECD) equipment or its contents, including personally owned software.
- 4) Employees shall not download or install on their ECD any file (e.g., sound and video files, files attached to e-mail messages), software or other materials from the Internet or other external sources without taking prescribed steps to preclude infection by computer viruses.
- 5) Transmission of electronic messages and information on communications media provided for Town employees shall be treated with the same degree of propriety and professionalism as official written correspondence. All electronic messages and information on Town communications media are subject to the statutory restrictions as provided in the public records laws of the State of Florida.
- 6) Use of personal Internet access accounts, software or providers on Town electronic Messaging Device(s) is (are) prohibited. Employees may use only assigned access Internet service accounts. To avoid breaches of security, employees shall log off any ECD which has access to the agency's computer network, electronic mail system, the Internet or sensitive information whenever they leave their workstation.
- 7) Use of a Personal Identification Number (PIN) or other form of lock on a Town owned mobile device must be provided to the IT Department. No lock may be used that is unknown to the Town.
- 8) Attempts to subvert Internet security to impair functionality of the Internet or to bypass restrictions set by the Town is strictly forbidden.
- 9) Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.
- 10) Violation of this policy will result in disciplinary action as provided in *Section 11, Disciplinary Action*.

SECTION 4. EMPLOYMENT POLICIES

4.01 Appointing Authority

- A. Town Administrator has the authority of appointment and removal of subordinate positions. Such authority may be delegated to a Department Director.

4.02 Position Control

- A. All positions in the Town are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the Town Council subject to adequate justification on need and availability of funds.

4.03 Types of Appointments

- A. Full-Time – Employees who are required to work the full amount of hours in a week that are scheduled for employees of the division. Employees in this category may be eligible to receive full Town benefits, subject to the eligibility requirements and other terms of each plan or program as discussed in the benefits section of this handbook.

(a) General Employment – 40 Hrs. Per week

(b) Police – 42.00 Hrs. Per week

- B. Part-Time – Employees who work 32 hours or less scheduled hours per week. Employees in this category are ineligible for benefits.
- C. Temporary – Employees appointed for special projects, grants, programs, or other work that is anticipated to be comparatively short or for a definitely limited duration. Employees in this category are ineligible for benefits.
- D. Seasonal – Employees hired specifically for seasonal work will be laid off at the close of the season for which they were appointed. Employees in this category are ineligible for benefits.
- E. Internships – Programs offered at various educational institutions whereby the Town may employ a limited number of students on a part-time basis. Employees in this category are ineligible for benefits.

4.04 Application Procedures

- A. When departments submit requests for persons to fill vacancies, the requests shall include the title of the position and other pertinent information as may be needed to locate qualified applicants. Requests for personnel should be made reasonably far in advance of actual need when circumstances permit.
- B. Upon being notified of a vacancy, the employee delegated the authority to so notify shall prepare a notice and advertisement, where appropriate, outlining the qualifications for the position. Jobs will be posted until filled or closed.
- C. The Town Administrator, in conjunction with the Department Director concerned, will select the best qualified applicant.
- D. When a vacancy has been filled, the remaining applications become inactive after three (3) months.
- E. Employment with the Town shall be based on merit, which includes considerations of qualifications such as ability, skill, experience, training and other merit factors.

- F. As part of the pre-employment procedure, references provided by applicants or reference sources may be checked.

4.05 Transfers

- A. An employee may be transferred from a classification in one department to the same or equivalent classification in another department. Two (2) weeks' notice shall be given prior to the transfer, unless otherwise agreed upon by both Department Directors.

4.06 Promotions

- A. Employee is promoted when he/she is selected for a higher level position with the Town.

4.07 Demotions

- A. A demotion is the assignment of an employee from one class to another which has a lower maximum rate of pay. The Town may demote an employee from one class to another which has a lower maximum rate of pay in the following instances:

- 1) In lieu of lay-off when a position is to be abolished or an employee with prior rights returns to the position.
- 2) In lieu of dismissal when an employee is not performing satisfactorily or when a health examination conducted by the Town's approved medical facility discloses that the employee is not physically qualified to perform the duties of the position.
- 3) When an employee fails to perform satisfactorily during the probationary period following promotion.
- 4) The Town shall furnish the employee a written statement containing the reasons for the demotion.

4.08 Reinstatements

- A. An employee who has resigned in good standing or whose position has been abolished may be rehired, if a vacancy exists, to the same or similar position by the same department from which the employee left.
- B. An employee may be reinstated at the same pay rate as previously received or may revert to a lower rate within the pay range at the discretion of the Town Administrator.
- C. For the purposes of pension benefits, the applicable provisions of the retirement plan in effect will apply.

4.09 Probationary Period

- A. The probationary or working test period is utilized to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employee whose performance does not meet the required work standards.
- B. The employment of a person shall be subject to a one (1) year probationary period. The probation shall commence from the initial date of employment. An employee within the probationary period may be discharged, without cause, by the Town Administrator or by the Department Director for which the employee works. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the Town.
- C. Where the completion of minimal educational requirements or other qualifications are

required upon the initial employment of an employee, the probationary period may be extended until all of the educational requirements or other qualifications for the position have been met.

- D. If an employee is promoted to a higher position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity for a probationary period of six (6) months following the date of the promotion. If the employee is not confirmed in the position to which he/she was promoted, the employee may revert to the position held prior to such promotion or equivalent position if one is available.
- E. During the probationary period the employee's supervisor will notify the employee if their performance is not satisfactory and test period requirements are not being met.
- F. If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the employee shall be dismissed by the Department Director at the time of such determination. The Department Director must coordinate this action with the Town Administrator and furnish written notice that the employee does not have the right of administrative appeal. (*See Section 11.05, Appeals*)
- G. If an employee who is serving a probationary period incurred as a result of a promotion and is found to be unqualified to perform the duties of the higher position, every effort will be made to return the employee to the position and status held immediately prior to the promotion. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the Department Director. If no vacant position exists the employee will be terminated.
- H. A regular employee who accepts a vacant position of equal classification in another department will be required to serve a three (3) month probationary period following the date of transfer. In the event an employee fails to successfully complete the probationary period, every effort will be made to return the employee to the position and status held immediately prior to the transfer. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the Department Director. If no vacant position exists the employee will be terminated.

4.10 Hours of Work

- A. The Town Administrator, in conjunction with Department Directors, shall establish hours of work in accordance with the needs of the Town and the public.
- B. Employees working on a shift basis will work the hours as determined by departmental policy.
- C. Lunch periods will be scheduled at the discretion of the Department Director.
- D. A work break, not to exceed fifteen (15) minutes, will be allowed during the first half of the work shift and another during the second half. Work breaks must be utilized when scheduled and cannot be accumulated or used for early departure from work. Work breaks, on rare occasions, can be accumulated during a work day with the approval of the Department Director.
- E. Non-Exempt employees are prohibited from working off the clock, starting work early, finishing work late, working through bona fide meal periods, taking work home or performing extra work without the express approval of their supervisor. Such work shall

be documented and paid accordingly. Failure to accurately report hours may result in disciplinary action up to and including termination. Department Directors may adjust work hours during the work week to accomplish the objectives and requirements of the department.

- F. Exempt Employees – who work one (4) hours in a day will be paid for the entire day. The employee must get approval from their direct supervisor.

4.11 Timekeeping

- A. All employees are required to keep a formal record of their time worked. Such records will be kept using the method selected by the Human Resources Department to document time.
- B. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

4.12 Overtime and Compensatory Time

- A. Overtime must always be approved before performed and can be authorized or directed only when it is the most practical and economical way of meeting workloads or deadlines.
- B. Employees will be required to work overtime when necessary unless excused by his/her supervisor.
- C. Employees in designated non-exempt classifications will be paid overtime in accordance with provisions of the Fair Labor Standards Act. However, when working under a State or Federal Disaster Declaration, exempt classifications are authorized for overtime when eligible for reimbursement by another agency. The duration of such overtime authorization and the circumstances under which payment will be made will be at the discretion of the Town Administrator. When the subject of overtime compensation concerns the Town Administrator, then the Town shall determine the authorization of such compensation and the duration of the overtime.
- D. Time worked, funeral leave, jury duty, vacation, and annual military leave, will be counted as time worked for overtime computations.

4.13 Compensatory Time

- A. Exempt employees are not required to be given compensatory time off however, managers may elect to informally track substantially excess hours worked by salaried employees. Time off may be granted at a later date at full salary. Compensatory time is not to be added to vacation or sick leave hours.
- B. Non-exempt employees may be eligible for compensatory time off. If determined to be in the best interest of the Town, it must be approved by the Town Administrator on a case by case basis. Employees will be paid for all hours worked during each work week.

4.14 Attendance

- A. Employees are expected to report for duty at the scheduled time and each Department Director shall be responsible for the punctual attendance of all persons in their department. If an employee is unable to work for any reason, they must notify the Department Director prior to the scheduled reporting time. Repeated or unjustified absenteeism or lateness is cause for disciplinary action.

- B. An unreported absence of one (1) consecutive work day may be considered an abandonment of the position and, at the Town Administrator's discretion, may result in termination of employment.
- 4.15 Performance Evaluations
 - A. The Town may utilize a program for rating the work performance of employees. Rules and procedures for the merit evaluation system will be contained in the appropriate manual.
- 4.16 Employee Training
 - A. The Town may establish and develop educational and training programs for employees. The purpose of such programs is to increase operational efficiency and to assist employees in preparing themselves for positions of increasing difficulty and responsibility.
- 4.17 Physical Examination/Testing Procedures
 - A. The Town may require all employees to have an annual physical examination by a doctor drug and controlled substance testing. The cost of the examination will be paid by the Town.
- 4.18 Drug Free Workplace Program
 - A. The Town has implemented a Drug Free Workplace Program Policy according to the requirements of the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Section 440.102, Florida Statutes, as amended.
- 4.19 Restricted Duty Assignment
 - A. Occasions will arise when an employee is temporarily unable to perform all of their job duties as a result of an injury, illness or other debilitating condition. In order to ensure consistency and fairness to all employees, it is necessary to establish guidelines for restricted duty assignments. Also, in order to ensure the continued service and adequate service delivery for the citizens of Davenport, it is necessary to place a limitation upon the duration of restricted duty assignments.
 - B. Employees whose physical abilities have been temporarily diminished as a result of an injury, illness or other debilitating condition (e.g., pregnancy) may, at the discretion of the Town Administrator, be assigned to restricted duty.
 - C. Qualifications for Restricted Duty
 - 1) In order to qualify for restricted duty, an employee must be certified by the Town's Worker's Compensation Medical Review Officer and/or a licensed physician to be temporarily unable to perform all of their job duties as a result of an injury, illness or other debilitating condition.
 - 2) Employees certified for restricted duty must be capable of performing all of the tasks associated with an available, restricted duty assignment.
 - D. Application for Restricted Duty
 - 1) Injuries on the Job – a qualified employee who has been injured on the job may request a restricted duty assignment following receipt of Return to Work (with restrictions) authorization from the Town's Worker's Compensation Medical Review Officer and, where necessary, the employee's personal attending physician.

- a. The Department Director shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive work days.
 - b. If an employee's injury will require more than three (3) consecutive work days of restricted duty, the employee shall submit a Request for Restricted Duty Assignment form to their Department Director requesting a restricted duty assignment. The form should include a brief description of the injury and the prognosis for recovery. A copy of the Return to Work authorization from the Town's Worker's Compensation Medical Review Officer shall be attached. The Department Director shall attach a recommendation for a restricted duty assignment to the Request for Restricted Duty Assignment form as it is routed through to the Town Administrator. The Town Administrator shall have the final authority in deciding whether to approve a request for extended, restricted duty. An employee may not return to duty until the request is approved by the Town Administrator.
- 2) Injuries/Illnesses/Conditions Arising Off the Job – a qualified employee who is suffering from an injury, illness or condition not arising in the line of duty may request a restricted duty assignment.
 - a. The Department Director shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive work days.
 - b. If an employee's injury will require more than three (3) consecutive work days of restricted duty, the employee shall submit a Request for Restricted Duty Assignment form and a memorandum to their Department Director requesting a restricted duty assignment. The memorandum should include a brief description of the injury and the prognosis for recovery. A copy of the Return to Work authorization from the employee's attending physician shall be attached. The Department Director shall attach a recommendation for a restricted duty assignment to the memorandum and the Request for Restricted Duty Assignment form as it is routed through to the Town Administrator. The Town Administrator shall have the final authority in deciding whether to approve a request for extended, restricted duty. An employee may not return to duty until the request is approved by the Town Administrator.

E. Administration

- 1) The Town Administrator shall consider recommendations from the Department Director regarding restricted duty assignments.
- 2) In some cases, employees may be allowed to continue in their primary assignment if the efficiency of the division/department will not be affected (Example: An employee normally assigned to administrative duties may be allowed to continue in that assignment after knee surgery).
- 3) Department Directors will be responsible for monitoring employees from their department who are assigned to restricted duty.

F. Periodic Medical Evaluations

- 1) At least every thirty (30) days, or more often when necessary, the Town's assigned Worker's Compensation Medical Review Officer shall evaluate employees who are on restricted duty as a result of an on- the-job injury.
- 2) At least every thirty (30) days, employees who are on restricted duty as a result of an injury, illness or condition not arising in the line of duty shall be evaluated by their private attending physician and shall submit a new Request for Restricted Duty Assignment form.

G. Duration of Restricted Duty Assignments

- 1) Restricted duty is only available on a temporary basis to eligible employees.
- 2) An employee's eligibility for restricted duty shall expire six (6) months after the date of initial injury or onset of the illness or condition.
- 3) An employee who is on restricted duty and unable to return to full and unrestricted duty after six (6) months from the date of initial injury or onset of the illness or condition must take an authorized leave of absence (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
- 4) An employee who is disabled will be reasonably accommodated as required by the Americans with Disabilities Act.

H. Requirements to Remain in Authorized Leave Status

- 1) Employees who are physically unable to perform their normal job duties and who do not receive a restricted duty assignment shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
- 2) Employees whose eligibility for restricted duty has expired and who are still physically unable to perform their normal job duties shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
- 3) Employees who are eligible for the participation in the Town's sick leave bank should make application through the Town Administrator's Office, only upon exhaustion of all sick, vacation and compensatory time that has been accrued. (see *Section 8.07, Sick Leave Sharing program*)
- 4) Failure to remain in authorized leave status may result in termination of employment.

I. Restrictions while on Restricted Duty

- 1) Employees on restricted duty will follow the directives (i.e., work related restrictions) of the Town's Worker's Compensation Medical Review Officer and/or their private attending physician during the entire period of restricted duty eligibility. Failure to follow medical restrictions may result in denial of restricted duty.
- 2) Employees on restricted duty shall be evaluated by the Town's Worker's

Compensation Medical Review Officer and/or their private attending physician and shall submit fitness-for-duty certification before returning to full duty.

J. Management Discretion

- 1) Restricted duty assignments are provided under the sole discretion of the Town Administrator and are available on a temporary basis only.
- 2) Restricted duty assignments may include changes in work responsibilities, work hours, work location, work attire, etc.

4.20 Step Pay Plan

- A. The Town may establish and implement a Step Pay Plan that may be amended by Resolution.

4.21 Longevity Pay Plan

- A. All full-time employees who have served as such continuously for six (6) or more full years shall receive longevity payments to be paid during the month of December in accordance with the following schedule:

Years Served Continuously	Amount Earned (\$)
6 th through 10 th year	\$60.00
11 th through 15 th year	\$120.00
16 th through 20 th year	\$240.00
21 st year +	\$480.00

- B. If the employee is not at work for sixty (60) consecutive calendar days or longer due to being on paid sick leave status, any additional time which he/she is absent will not be considered in establishing length of service for determining longevity payments.

SECTION 5. PAYROLL**5.01 Pay Schedule and Direct Deposit**

- A. Paychecks are distributed on a bi-weekly (every two weeks) basis, normally on Thursday. Employees will be notified if a payday is shifted due to holidays, Town closings or other circumstances.
- B. We encourage all employees to use direct deposit when available.

5.02 Reporting Pay Discrepancies

- A. Employees are responsible for reviewing their pay records for accuracy and reporting any discrepancies in a timely manner to their manager or the Finance Department.

5.03 Deductions

- A. We are required by law to deduct Federal Withholding Tax, Social Security from your paycheck. Other deductions may include premiums for insurance, retirement plan, garnishments, etc. At year end the employee will receive a W-2 form showing your total earnings and the amount of taxes withheld. If an employee believes that there has been an error in pay please contact the Finance Department for assistance.

SECTION 6. HOLIDAYS

6.01 Days Observed

- A. The following, and any other days which the Town Council may declare, are Town holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Good Friday	Friday before Easter (Half Day)
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. Employees in departments working on a shift basis will receive credit for the holiday on the actual date of the holiday.
- D. The Town Administrator will determine when any department or operation will be closed to observe a holiday.

6.02 Eligibility for Holiday Pay

- A. All full-time employees will receive eight (8) hours off with pay for each of the holidays earned. (*See Section 6.03, Holiday on Work Day*)
- B. An employee must be on Active Pay Status (*see Section 2, Definitions of Terms*) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

6.03 Holiday on Work Day

- A. All full-time employees who work on the holiday will be paid holiday pay [eight (8) hours straight time] plus time and one-half (1½) worked time.
- B. An employee who is scheduled to work on the holiday and calls in sick will be charged with sick leave and will be exempt from receiving holiday pay.

6.04 Holiday on Leave Day

- A. Holidays which occur during vacation or sick leave shall be charged to holiday leave and not to vacation or sick leave.
- B. When a holiday falls within a leave without pay absence period, the employee shall not be paid for the holiday.

SECTION 7. VACATION LEAVE

7.01 Eligibility and Rate of Earning

- A. Vacation leave is computed on the Town's employment anniversary date for each employee.
- B. Each full-time non-exempt employee will earn (accrue) vacation leave with pay on the following basis:

Non-exempt employees

Years Served Continuously	Weeks Earned per Year	Amount Accrued per month (hours)		
		Work Week		
		40 hour	42.875 hour	56 hour
0 through 5 th year	2.0	6.67	7.15	9.33
6 th through 10 th year	3.0	10.00	10.72	14.00
11 th through 15 th year	3.5	11.67	12.51	16.33
16 th through 20 th year	4.0	13.33	14.29	18.67
21 st year +	4.5	15.00	16.08	21.00

- C. Each full-time exempt employee will earn (accrue) vacation leave with pay on the following basis:

Exempt employees

Years Served Continuously	Weeks Earned per Year	Amount Accrued per month (hours)
0 through 5 th year	3.0	10.00
6 th through 10 th year	3.5	11.67
11 th through 15 th year	4.0	13.33
16 th through 20 th year	4.5	15.00
21 st year +	5.0	16.66

7.02 Charging Leave

- A. Vacation leave will be charged in increments of no less than one (1) hour, and then followed by a minimum of fifteen (15) minute increments.
- B. Holidays which occur during the period selected by the employee for vacation leave shall be charged against holiday leave and not to vacation leave. (See Section 6.04, *Holiday on Leave Day*)
- C. Leave may be taken as it is earned on a monthly basis, except that new employees may not take vacation leave until their first (1st) anniversary date.

7.03 Request for Leave

- A. Supervisors will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- B. The request for vacation shall be submitted to the employee's supervisor and approved by the Department Director on approved forms in advance (at least two week notice when possible) of the date requested.
- C. Vacation leave may be used only as earned. In emergency or hardship situations, the

Town Administrator or Department Director may approve an employee's request for leave in advance of having earned such leave.

- D. One (1) year's earned vacation leave may be carried forward after an employee's anniversary hire date. However, any earned leave in excess of the past two (2) years' accrual will be forfeited at the anniversary hire date.
- E. Director's request for vacation leave will be presented to the Town Administrator for approval.

7.04 Use

- A. Vacation leave may be granted for the following purposes:

- 1) Vacation.
- 2) Absences for transacting personal business which cannot be conducted during off-duty hours.
- 3) Religious holidays other than those designated by the Town as official holidays.
- 4) For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- 5) Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- 6) For the purposes of vacation, no employee will be allowed to use more than one hundred and sixty (160) hours of leave consecutively or be absent from work more than four (4) consecutive weeks, whichever is greater.

7.05 Unused Vacation Leave

- A. When termination occurs following the first (1st) employment anniversary date, employees will be compensated for vacation leave accumulated for the near whole month employed provided that a minimum of two (2) weeks written notice is provided to the Town.

SECTION 8. SICK LEAVE

8.01 Eligibility and Rate of Earning

- A. Sick leave is provided as a benefit to employees. This benefit allows employees to receive compensation while absent from work on medical leave in accordance with the provisions of *Section 8.04*, Use. Specifically, this benefit is intended to assist the employee during extended periods of time that an employee is absent from work on medical leave. Each employee will earn sick leave on the following basis:

Work week	Amount Accrued per month (hours)
40 hour	8
42.00 hour	8.4
56 hour	12

- B. Sick leave may be taken during the employee's probationary period. However, in the event the employee resigns or is otherwise terminated before the end of the probationary period, any sick leave taken will be reimbursed to the Town by deduction from the employee's final pay.
- C. Sick leave will not be granted in advance of accrual.

8.02 Charging Leave

- A. Sick leave will be charged in half-hour (1/2) minimum increments.
- B. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave. (*See Section 6.04, Holiday on Leave Day*)

8.03 Request for Leave

- A. To receive compensation while absent on medical leave, the employee shall notify his/her supervisor or Department Director in accordance with department regulations. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within a time limit established by the department. This provision may be waived by the Department Director if the employee submits evidence that it was impossible to give such notification.
- B. The Department Director may request a physician's certificate to verify the illness of any employee on sick leave.
- C. An employee who has exhausted sick leave, but must be absent due to a use stated in *Section 8.04*, must use vacation leave for the duration of the use or determined by the Town Administrator.
- D. An employee who has exhausted vacation leave, but must be absent due to a use stated in *Section 7.04*, must request Leave without Pay in accordance with the provisions of *Section 9.07* or the employee may be subject to termination.

8.04 Use

- A. Sick leave may be granted for the following purposes:
- 1) Personal injury, pregnancy or illness of the employee.
 - 2) Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment during off-duty hours.

- 3) Exposure to contagious disease which would endanger others as determined by a physician.
- 4) Illness of a member of the employee's immediate family which requires the personal care and attention by the employee. (*see Section 2, Definitions of Terms*)

8.05 Accrued Leave

- A. There is no limit on the amount of sick leave an employee may accrue.

8.06 Unused Sick Leave

- A. Employees separating from employment that have satisfactorily completed their initial probationary period and complied with *Section 10.02*, will be paid at the rate of ½ day's compensation for each day of the accrued sick leave not exceeding a maximum of 200 hours.
- B. If an employee dies, all unused sick leave shall be paid to the employee's surviving spouse, beneficiary or the employee's estate.

8.07 Sick Leave Sharing Program

- A. Employees who have an extended illness or injury, an instance which require them to be absent from work for five (5) or more consecutive days, and who have exhausted all sick leave, vacation and personal days may be eligible for Sick Leave Sharing. Fellow employees may voluntarily transfer up to an annual maximum of sixteen (16) hours, or twenty-four (24) hours for police officers (non-exempt), to that employee's account provided the employee receiving the time is on an approved leave authorized by the Town Administrator, and has a zero balance in his/her sick and vacation bank. Donations in excess of the specified amount may be requested in writing subject to the approval of the Town Administrator. The employee donating sick leave must retain a minimum of one hundred-twenty (120) hours in his/her account after the transfer is made. Donations must be made in increments of no less than one (1) hour. An employee who donates sick time to another employee will not be disqualified from being considered eligible for the sick-buyback program. Forms used to transfer sick leave must be completed and received by the Human Resources Department in order for such time to be transferred and paid. This time is provided only for the employee's personal illness or injury. Donations are used on an as needed basis. If the employee returns to work before the donation is used it will not be deducted from the donating employee.

SECTION 9. MISCELLANEOUS LEAVES

9.01 Bereavement Leave

- A. All full-time employees may be granted time off with pay, not to exceed twenty-four (24) consecutive working hours in the event of a death in their immediate family (see *Section 2, Definitions of Terms*) or the immediate family of their spouse and upon approval of the Department Director.
- B. The employee may be required to provide proof of death in the immediate family before compensation is approved.
- C. If additional time off is necessary to attend a funeral of an immediate family member, vacation leave may be used.
- D. If the employee wishes to attend the funeral of someone outside his/her immediate family, vacation leave or leave without pay may be granted.

9.02 Court Leave

- A. An employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive leave with pay at their regular rate for the hours they attend court.
- B. All full-time employees subpoenaed to attend court on behalf of the Town are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay, however, vacation leave or leave without pay may be granted.
- C. Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court.
- D. Employees required to attend court as stated in *Section 9.02* and are on scheduled vacation leave may be allowed to take additional leave with pay at a later date for that court time.

9.03 Conference Leave

- A. An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval by department according to the Town's adopted travel policy.

9.04 Military Leave

- A. An employee who is a member of the United States Armed Forces Reserve or the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification for periods engaged in annual field training or other active duty, shall be entitled to leave without loss of pay, time or efficiency rating.
- B. Such leave with pay shall not exceed seventeen (17) calendar days in any year.
- C. An employee who is a member of the military reserve and has been called into active military service, as defined in *Section 115.08*, Florida Statutes, shall receive the first thirty (30) days of leave with full pay.
- D. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

9.05 Civil Disorder or Natural Disaster

- A. Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may be granted leave with pay upon approval by the Town Administrator when called on to perform duties in times of civil disturbances, riots and natural disasters.
- B. Normally the leave should not exceed two (2) days on any one occasion.
- C. The Town will reimburse the employee for their difference between the Military pay and their regular Town pay during the approved period of service.

9.06 Examinations

- A. An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the Town Administrator.

9.07 Leave without Pay

- A. The decision to grant a leave without pay (leave of absence) will be at the discretion of the Town Administrator.
- B. The following provisions apply to leave without pay:
 - 1) An employee granted a leave without pay must keep the department informed of his/her current activity and current address.
 - 2) An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave without pay is required to notify the department in writing within three (3) days of accepting such employment.
 - 3) Failure to comply with all of the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 - 4) Any employee granted leave without pay shall contact the Department Director at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
 - 5) Failure to return to work at the expiration of the leave shall be considered as a resignation.
 - 6) Sick leave, vacation leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.
- C. An authorized leave without pay shall not constitute a break in service, but the time will not be credited toward retirement.
- D. Employees wishing to continue their insurance coverage must pay both individual and family premiums while on leave without pay.

9.08 Maternity Leave/Fall under FMLA(Family Medical Leave Act

- A. Federal guidelines on gender discrimination provide that maternity related absences may be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is care

is r applied to other temporary disabilities.

- B. Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave will be used under the (FMLA ACT).
- C. The time when an employee should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the Town and the results of professional medical guidance.
- D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair the employee's work performance or health as determined by the Town with physician, and employee input, and on the needs of the Town.
- E. The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that the employee is physically and mentally able to perform normal duties of her position with full efficiency.

9.09 Voting Leave

- A. During a primary or general election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after their regularly scheduled work period, it will be considered sufficient time for voting.

9.10 Family and Medical Leave Act

- A. The Town of Lake Hamilton will comply with the Family and Medical Leave Act (FMLA) of 1993.
- B. The Town of Lake Hamilton may grant up to twelve (12) weeks of unpaid, job-protected leave during each calendar year to eligible employees, in accordance with FMLA.
- C. To be eligible, the employee must have worked for the Town of Lake Hamilton for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. For questions or assistance contact the Human Resources Department in writing.
- D. The employee is entitled to FMLA for one of the following reasons:
 - 1) The birth and care of a child [leave completed within one (1) year of birth].
 - 2) The placement and care of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 - 3) The care of a spouse (legally married), child or parent with a serious health condition.
 - 4) The serious health condition of the employee.
 - a. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient

is required.

- E. Family and Medical Leave time in excess of twelve (12) weeks may be requested and considered on a case by case basis with due consideration being given to individual circumstances; however, leaves of absence may not exceed beyond a six (6) month period.
- F. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the Town and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.
- G. An employee requesting leave under this policy must submit the request in writing to his/her supervisor with a copy to the Department Director. Except where leave is not foreseeable, the employee must give the Town thirty (30) days' notice of the requested leave. If it is not possible to give thirty (30) days' notice, the employee must give as much notice as is practical.
- H. An employee requesting leave for the care of his/her spouse, child or parent with a serious health condition or for the employee's serious health condition, are required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- I. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Director and Town Administrator for consideration of approval.
- J. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or vacation leave the employee must use accrued sick leave and/or vacation leave first and then may take the remainder of the approved FMLA leave as unpaid.
- K. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.

9.11 Domestic Violence Leave

- A. As set forth in this policy, the Town of Lake Hamilton will provide eligible employees with up to three (3) months working days of unpaid leave in a twelve (12) month period for domestic violence-related reasons.
- B. For purposes of the twelve (12) month period under this policy, the Town of Lake Hamilton uses a calendar year. To be eligible for leave under this policy, the employee must have been employed by the Town of Lake Hamilton for at least three (3) months.
- C. Leave may be taken under the terms of this policy if the employee or a family or household member of the employee is a victim of domestic violence and the leave is necessary to:
 - 1) Seek an injunction for protection against domestic violence or an injunction for

protection in cases of repeat violence, dating violence or sexual violence.

- 2) Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
 - 3) Obtain services from a victim-services organization including, but not limited to, a domestic violence shelter or program or a rape crisis center as result of the act of domestic violence.
 - 4) Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
 - 5) Seek legal assistance in addressing issues arising from the act of domestic end and prepare for court related proceedings arising from the act of domestic violence.
- D. Prior to receiving leave under this policy, the employee must exhaust any available paid leave.
- E. Except in cases of imminent danger to the health or safety of the employee or a family or household member, advance notice of the need for leave is required. Where advance notice is required, the employee is required to provide notice to the Town of Lake Hamilton as soon as the need for leave becomes known. Where advance notice is not required due to the imminent danger to the health or safety of the employee or a family or household member, the employee must inform the Town of Lake Hamilton that the leave was taken pursuant to this policy as soon as he/she returns to work.
- F. Documentation supporting the need for the leave under this policy must be submitted with the request for leave. In cases of imminent danger to the safety of the employee or a family or household member, supporting documentation must be submitted as soon as the employee returns to work.
- 1) All information relating to leave under this policy shall be considered confidential and will not be disclosed to any other individuals unless required for legitimate business or otherwise compelled by law.
 - 2) Leave taken or requested under this policy will not result in any adverse action against the employee. Employees who believe they have been subjected to retaliation as a result of leave taken or requested under this policy must initiate a complaint in the same manner as required by the Town of Lake Hamilton harassment and discrimination complaint procedure.

SECTION 10. SEPARATIONS

10.01 Types of Separations

A. Separations and/or terminations from positions in the Town are designated as one of the following types:

- 1) Resignation (*see Section 2, Definitions of Terms*)
- 2) Retirement (*see Section 2, Definitions of Terms*)
- 3) Health
- 4) Death
- 5) Reduction in Force (Lay-Off) (*see Section 2, Definitions of Terms*)
- 6) Dismissal or Discharge (*see Section 2, Definitions of Terms*)

10.02 Resignation

A. An employee wishing to resign in good standing shall file a written resignation with the Town, stating the resignation date and reason for leaving. The notice must be given two (2) weeks prior to the date of separation for non-exempt employees and thirty (30) days' notice for exempt employees. Failure to comply with this provision will result in the separating employee forfeiting all unused vacation leave and sick leave and may be cause of denying the employee re-employment.

B. An employee who has submitted a resignation in good standing is eligible for paid holidays, but may not take paid sick leave or vacation during the notice period. Earned vacation may not be used to extend the termination date beyond the last day worked unless approved by the Town Administrator.

10.03 Retirement

A. Whenever an employee meets the conditions set forth in the Retirement Plan regulations, the employee may elect to retire and receive all benefits earned under the Plan.

10.04 Health

A. When an applicant is appointed to a position before the final report of a health examination is received, and the final report shows that the employee is not physically qualified to perform the duties of the position despite reasonable accommodations not creating an undue hardship on the Town, the applicant will be separated from Town employment.

B. The Town may request that an employee be examined by the Town's designated physician. If disability of any kind is discovered which impairs the effectiveness of an employee in performing the work or makes continuance on the job a danger to the employee or others, the following action shall be taken:

- 1) If the disability is correctable, the employee will be allowed a specific time to take steps to have the disability corrected. If the employee fails to take steps to have the disability corrected within the specified time, the employee shall be subject to dismissal.
- 2) If, in the opinion of the examining physician, the disability cannot be corrected, the Town Administrator will attempt to place the employee in another position

which he/she can perform satisfactorily. If that step cannot be accomplished successfully, the employee shall be separated either through retirement or dismissal.

10.05 Death

- A. For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse or the estate of the employee, as determined by law.

10.06 Reduction in Force (lay-off)

- A. Employees shall be laid off on the basis of the following factors, each weighed equally:
 - 1) Length of service in the class.
 - 2) Length of service with the Town.
 - 3) Performance evaluation for the past three (3) years or for the entire period of service where the length of service with the Town is less than three (3) years.
- B. No full-time employee shall be laid-off while another person in the effected class is employed on a provisional, part time, temporary or seasonal basis.
- C. Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job.
- D. The Town Administrator shall give the employee to be laid-off written notice of the action before the effective date of the lay-off.
- E. When a Department Director believes that an employee is essential to the efficient operations of the department due to special skills or abilities and wishes to retain this individual, the Department Director must submit a written request to the Town Administrator. The decision of the Town Administrator regarding retention or lay-off is final.
- F. A laid-off employee shall be paid for all eligible accrued-vacation leave credits. An employee who is reinstated within one (1) year shall have unused sick leave credits restored.

10.07 Dismissal or Discharge

- A. Employees discharged for disciplinary reasons will not be eligible for rehire and shall lose all seniority and reinstatement privileges.
- B. Charges that form the basis for a dismissal of an employee shall be specific and shall be documented, including dates and places of incidents, by the supervisor or Department Director.
- C. A dismissed or discharged employee will not be eligible to receive unused vacation leave or unused sick leave as permitted by these Personnel Policies.
- D. The procedure for dismissal shall be as follows:
 - 1) During the probationary period following original appointment, a finding by the Administrator that a dismissal is for the good of the Town shall be final.

- 2) Town employees who are to be dismissed shall be notified in writing of the specific causes for dismissal prior to dismissal. Such notice will include the employee's rights of appeal.
- E. The Town Administrator or designee may suspend an employee for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.
- 1) An employee may be suspended with or without pay for acts involving unsatisfactory performance or conduct prejudicial to the public interest.
 - 2) An employee may be indefinitely suspended with or without pay if they have been indicted for a felony or for a misdemeanor involving moral turpitude. The suspension shall be terminated by restoration to the Town's employment or by dismissal upon the decision of the court. If the employee is restored to the Town's employment, full pay for the entire period of suspension will be paid and eligibility for merit pay increase and accrual of leave credits shall not have been interrupted by the suspension.
 - 3) The employee shall receive written notice, stating the nature and reason for the suspension, its duration, and the employee's rights to appeal.

10.08 Exit Interview

- A. It is the desire of the Town to determine why employees leave the Town's employment. An exit interview program may be established and administered to determine the causes of and possible solutions for turnover within the work force.

SECTION 11. DISCIPLINARY ACTION

11.01 Intent

- A. It is the intent of the Town that effective supervision and employee relations will avoid most matters which necessitate disciplinary action.
- B. Each instance differs in many respects from other situations and the Town retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases, which may arise in the future. The Town Administrator retains the right to suspend any disciplinary action which may be taken as a result of good behavior for a specified term.
- C. The following guidelines are not to be construed as limitations upon the retained rights of the Town. The policies provide recommended penalties for specific offenses; however a more severe or less severe penalty may be issued than that which appears in the guidelines if it is justified.
- D. Disciplinary action is intended to correct improper conduct or deficiencies, not to punish an offending employee. Disciplinary action shall, therefore, only be severe enough to constitute an attempt to bring about correction. Discharge shall be resorted to only when other efforts to bring about correction have failed or when the severity of the offense warrants such measures.
- E. Depending upon the circumstances, acceptable disciplinary actions may include: (see *Section 2, Definitions of Terms*)
 - 1) Verbal/Written Warning/Counseling
 - 2) Suspension
 - 3) Demotion
 - 4) Discharge

11.02 Verbal/Written Warning

- A. Whenever employee performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses, provide a written warning and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary measures.
- B. A written warning will be sent to the employee and a copy shall be placed in the employee's personnel file. The employee's supervisor usually initiates a written warning.

11.03 Suspension

- A. A suspended employee shall be notified by their supervisor at the time of suspension in addition to the specific reason for the action, the expected corrective action and his/her rights of appeal. Such notification shall be in writing, dated and hand-delivered to the employee. A copy of the suspension shall be forwarded to the employee's personnel file.
- B. Offenses requiring disciplinary action are divided into two (2) types to reflect degrees of severity. In each group and for each guideline, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the

length and quality of the employee's service and the abilities of the employee. In each case, where the penalty is modified from the recommended guideline, the reason for such modification will be noted in writing.

- C. In all cases, the Human Resources Department shall notify the employee of the action taken and a copy of such notice will be included in the employee's personnel file.
- D. In addition to the general types of offenses listed below, infractions of departmental rules and regulations will subject the employee to disciplinary action.

11.04 Types of Offenses

The two (2) groups of offenses and guides for recommended penalties are as follows:

Group I Offenses

Occurrence	Recommended Penalty
First offense	Verbal/written warning
Second offense	Written-warning and/or up to 5 days suspension
Third offense	Up to discharge

- 1) Operating, using, possessing Town tools, equipment or machines which the employee has not been assigned or performing other than assigned work.
- 2) Quitting work, wasting time, loitering or leaving assigned work area during working hours without permission.
- 3) Washing up or changing clothes during working hours without specific permission.
- 4) Taking more than the specified time for meals or break period.
- 5) Demonstrating productivity or work quality which is not up to required standards of performance.
- 6) Disregarding job duties by loafing or neglecting work during working hours.
- 7) Reporting to work or working while unfit for duty, either medically, mentally or physically.
- 8) Posting or removing any material on official bulletin boards or Town property without authorization.
- 9) Distributing written or printed material of any description on Town premises unless authorized.
- 10) Failing to report an accident or personal injury in which the employee was involved while on the job.
- 11) Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, cat-calls, demonstrations on the job or similar types of conduct.
- 12) Knowingly creating or contributing to unsafe and unsanitary conditions or poor housekeeping.

- 13) Failing to pay just debts or failing to make reasonable provision for the future payment of such debts, thereby causing loss of time and productivity to the Town or to Town staff.
- 14) Failing to report the loss of a Town identification card immediately to the Department Director, where applicable.
- 15) Failing to keep the department and the personnel office notified of proper address and telephone number (if any).
- 16) Receiving or making an excessive amount of personal phone calls while on working time, being on cell phone, or other electronic devices.
- 17) Failing to report to work on time.
- 18) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on Town premises, unless authorized.
- 19) Habitually (*see Section 2, Definitions of Terms*) reporting late to work.
- 20) Chronically (*see Section 2, Definitions of Terms*) being absent from work.
- 21) Failing to work overtime, special hours or special shifts after being scheduled.
- 22) Engaging in gambling, lottery or any other game of chance at Town work stations at any time.
- 23) Making or publishing false, vicious or malicious statements concerning any employee, supervisor, the Town or its operations.
- 24) Violating rules or practices which may affect the safety of Town personnel, equipment, tools or property.
- 25) Failing to report a request for information or receipt of a subpoena from an attorney for a matter relating to Town business.
- 26) Violating any or all of the steps outlined in the grievance procedure.
- 27) Knowingly harboring a serious communicable disease which may endanger other employees.

Group II Offenses

Occurrence	Recommended Penalty
First offense	Up to discharge

- 1) Wanton or willful neglect in performing assigned duties.
- 2) Deliberately misusing, destroying or damaging any Town property or property of a town employee without proper authorization.
- 3) Receiving from any person, or participating in any fee, gift or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other

persons.

- 4) Knowingly signing the timesheet of another employee, having one's own timesheet signed by another employee or unauthorized altering of a timesheet, where applicable.
- 5) Falsifying or altering personal or Town records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record or application.
- 6) Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
- 7) Insubordination by refusing to perform work assigned or to comply with written or verbal instructions of a supervisor.
- 8) Unauthorized use or display of firearms, explosives or weapons on Town property, unless specifically authorized.
- 9) Theft or removal of any Town property or property by an employee from Town locations without proper authorization.
- 10) Sleeping during duty hours, unless authorized.
- 11) Being absent from duty for a period of three (3) consecutive working days without proper authorization. Fire personnel working on a fifty-six (56) hour basis and have two (2) consecutive unauthorized absences from their scheduled shifts work may be considered a resignation.
- 12) Failing to return from an authorized leave of absence.
- 13) Permitting another person to use an employee's identification card, using another person's card or altering an identification card.
- 14) Incompetence or inefficiency in the performance of assigned duties.
- 15) Using alcohol and/or controlled substance or being under the influence of same on the Town's premises and/or on working time. Possession or sale of alcohol or controlled substance on the Town's premises and/or working time.
- 16) Being found guilty, or pleading guilty or nolo contendere (even where adjudication is withheld) to a felony, misdemeanor or misdemeanor involving moral turpitude. A crime of moral turpitude includes a criminal conviction or plea of nolo contendere, where the criminal act or conduct is contrary to justice, honesty, modesty, community morality, or good morals, generally. A crime of moral turpitude thus includes, but is not limited to, any crime, the commission of which, reflects adversely on a person's reputation, integrity or reliability to which otherwise brings, tends to bring or may reasonably be expected to bring, discredit or disrepute upon that person or that person's employer.
- 17) Failure to notify the Town that charges have been filed against the employee by a prosecuting official.
- 18) Using or attempting to use political influence or bribery to secure an advantage of any manner.

- 19) Concerted curtailment, restriction of production or interference with work in or about the Town's work stations, including but not limited to, instigating, leading or participating in any walkout, strike, sit-down, stand-in, slow-down or refusal to return to work at the scheduled time for the scheduled shift.
- 20) Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee and may be considered a conflict of interest securing advantage of goods, services or influence due to the position of the employee with the Town.
- 21) Failure to meet established standards of work, morality or ethics to an extent that the employee is unsuitable for employment with the Town in the position in which the employee was serving.
- 22) Disgraceful personal conduct.
- 23) Threatening, intimidating, coercing or interfering with fellow employees or supervisors at any time, including using abusive language.
- 24) Leaving assigned post at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
- 25) Neglecting to comply with requirements set forth in departmental rules and standards of conduct.
- 26) Being absent without permission or leave.
- 27) Provoking or instigating a fight or fighting on Town property.
- 28) Showing discourtesy to persons with whom the employee comes in contact with while in the performance of duties.

11.05 Appeals

- A. The Town Administrator shall hear appeals in cases involving disciplinary actions of employees who have satisfactorily completed their probationary period.
- B. The appeal shall be made within ten (10) working days after delivery or mailing to the employee of the written notice, by filing a written request for a hearing with the Town Administrator.
- C. The Town Administrator shall set a time and a place for the hearing to be held at the earliest possible date. The Town Administrator shall notify the employee and the Department Director of the time and place scheduled for the hearing.
- D. Hearings before the Town Administrator shall be conducted informally in accordance with procedures established by the Town Administrator and shall not be bound by formal rules of evidence.
- E. The decision of the Town Administrator shall be final.

11.06 Dismissal

- A. Employees dismissed for cause will receive notification in accordance with the procedures in these Personnel Policies.

SECTION 12. EMPLOYEE GRIEVANCE PROCEDURE

12.01 Purpose

- A. This grievance procedure is established to provide full opportunity to employees and to bring to the attention of management complaints, grievances or situations that the employee feels need either adjustment or information. It is the intent and desire of the Town to adjust complaints or grievances informally and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after discussion and review. The submission of a grievance by an employee shall in no way adversely affect the employee or his/her employment with the Town.

12.02 Definition of a Grievance

- A. A grievance is a complaint, view or opinion pertaining to employment conditions, relationships between employees and supervisors or relationships with or among other employees.
- B. Disciplinary actions, dismissals, demotions, suspensions, reduction in pay, position classifications and allocations shall not be subject to review as grievances.
- C. Only full-time employees are eligible to file grievances under this procedure.

12.03 Procedure

- A. Step One: An aggrieved employee shall present the complaint to his/her supervisor within forty-eight (48) hours from the time of problem occurrence. The supervisor shall then attempt to resolve the problem. The supervisor shall provide written documentation describing the attempt to resolve the problem.
- B. Step Two: If the employee feels the answer received is not satisfactory, he/she will reduce to writing the facts and circumstances of the problem and present the written statement to their Department Director within five (5) working days. Assistance will be provided, if requested, for those employees who have difficulty writing. The Department Director will investigate the grievance and notify the employee of his/her decision within five (5) working days after receiving the grievance.
- C. Step Three: If the grievance is not resolved by the Department Director, the employee may submit the grievance in writing to the Town Administrator within three (3) working days after receipt of the Department Director's decision. The Town Administrator will consider the grievance, weighing all pertinent information. The Town Administrator may appoint a committee to render advice on the particular grievance, if in the opinion of the Manager the committee could be of assistance.
 - 1) Within a reasonable period of time after receipt of the grievance, the Town Administrator will notify the employee and their Department Director of the decision reached. The decision of the Town Administrator shall be final and the employee shall have no further right of administrative appeal.
- D. Step Four: If the grievance is of such a nature that the employee cannot approach their supervisor or the Department Director, then a direct appointment may be made with the Town Administrator.
 - 1) This particular step, known as an Open Door Policy, shall not be abused. Effective management almost always functions best when the chain of command is followed, although it is recognized that certain mitigating circumstances may sometimes dictate otherwise.

12.04 General Provisions

- A. The time limits of this grievance procedure may be extended by management due to illness, vacations, business trips, emergencies or other reasons. If an extension is required, the employee will be notified.
- B. Under this grievance procedure the employee and management have the opportunity to call witnesses at Step Two and Step Three levels.
- C. Any grievance shall be considered settled at the completion of any step unless it is appealed within the time limits set forth.
- D. It is the intent of these Policies that the majority of grievances will be settled in the early stages of the grievance process.
- E. All grievances at their conclusion shall be forwarded to the Town Administrator for coordination, analysis and retention.
- F. In some cases, steps in the grievance procedure may be waived at the discretion of the Department Director to allow more severe matters to progress more rapidly.
- G. Employees may grieve without fear of retribution.
- H. If, in the opinion of the Town Administrator that conditions warrant, the grieving employee may be given anonymity.

SECTION 13. BENEFITS

13.01 Retirement Plan

- A. The Town will maintain a retirement plan on behalf of the Town's eligible employees.
- 1) The Town will make regular contributions to the established retirement plan as per plan provisions.
 - 2) The employee will make additional contributions to the established retirement plan as per plan provisions.
 - 3) Details of the plan are maintained by the Human Resources department.

13.02 Unemployment Compensation

- A. The Town is registered with the State of Florida Bureau of Unemployment Compensation. Terminated employees who file a claim and are determined qualified under the Florida Unemployment Compensation Law may be eligible to receive unemployment compensation benefits. Further information may be obtained in the Human Resources office.

13.03 Insurance Benefits

- A. Medical insurance is available for all full-time employees. The Town pays the full cost of the employee's coverage for full-time employees. Optional coverage for dependents is paid for by the employee. Life and accidental death insurance are also available for Town employees. Details are available upon request from Human Resources.

13.04 Tuition Reimbursement

- A. Town of Lake Hamilton encourages employees to further their education and currently offers tuition reimbursement. Full-time employees in good standing who have completed their probationary period of employment are eligible.
- 1) Courses from an accredited university/college must be pre-approved in writing by the Department Director and Town Administrator.
 - 2) Reimbursement limits per calendar year (January 1 through December 31) per employee is \$1,000 for undergraduate courses or \$2,500 for graduate courses.
 - 3) Reimbursement amount is based on the employee's course grade or rating as follows: Grades below C or unsatisfactory are not eligible for tuition reimbursement.

Grade Earned	Amount Reimbursed (%)
A or B / Satisfactory	100
C / Satisfactory	50

- B. Tuition reimbursed approval is based on annual budget and impact of job performance. Employees seeking degrees that bring value to the Town will receive priority in the approval process.
- C. If employment is terminated within twelve (12) months following the reimbursement, the employee must repay tuition reimbursement.
- D. Tuition reimbursement may be changed or discontinued at any time.

SECTION 14. RECORDS AND REPORTS**14.01 Responsibility**

- A. The Human Resources department is responsible for establishing and maintaining personnel records for employees.

14.02 Records

- A. All personnel records as well as all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the Town. The Human Resources or designee will determine the use, maintenance and disposition of such records and material and whether or not any information contained therein may be disclosed, in accordance with prevailing laws.
- B. Employees should be aware of the importance of keeping their personnel records current, including notifying the Town of any telephone number changes, beneficiary changes, number of dependents, marriage or any other change that has not been previously reported. It is the responsibility of the employee to provide updated information. Failure to comply may result of loss of employee benefits.
- C. The Town should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the Human Resources Department in order for it to be added to the employee's personnel file.

14.03 Records Retention and Disposition

- A. The Town will determine the time limit that any personnel records shall be kept on file and their final disposition, in accordance with applicable State Statutes.

14.04 Access to Personnel Files

- A. Personnel files are the property of the Town of Lake Hamilton and access to the information contained within the file may be restricted as allowed by Florida law. Generally, only supervisors and management personnel of the Town of Lake Hamilton who have a legitimate reason to review information in a file will be provided access. Under the Florida Government Sunshine Law, certain information may be provided to the press or other individuals upon requests. With reasonable advance notice, employees may review their own personnel files in the Town of Lake Hamilton offices and in the presence of Human Resources personnel.



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Mayor, Town Council, Town Attorney

FROM: *Just* Steven Hunnicutt, Town Administrator

AGENDA ITEM: Pennoni Addendum 1 Supplemental Agreements to 22-006, and 22-007.

DATE: September 25, 2023

SUMMARY: Pennoni is submitting addendum's to existing supplemental agreement's 22-06, and 22-07, as the funds have run out, and the rest of the Technical Support for the remainder the SR 17 Sewer Extension Project, and Phase 1 WWTF Project will be the responsibility of the Town to pay.

Supplemental Agreement 22-007 Technical Services (Task 5.2) \$73,000 up to 10/28/23, after that it goes up the support rate of \$24,500 per month(\$1,145/work day).

Supplemental Agreement 22-06 Partial Certification and record drawings (Task 5.2.8 and 5.2.9) \$20,500 additional Technical Services During Construction (Task 5.2) \$57,500 totaling \$78,000, and if it exceeds the 10/28/23 date, it will go into the supportive rate of \$23,100 per month (\$1,080/work day).

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain:

Yes as stipulated on page (4) off both Supplemental Agreements

RECOMMENDATION: Staff recommends approval Supplemental Agreements 22-006 and 22-007.

ATTACHEMENTS: Agreements 22-006 and 22-007



091

401 Third Street SW
Winter Haven, FL 33880
T: 863-324-1112
F: 863-294-6185
www.pennoni.com

August 31, 2022

Proposal No. LAKHA22006P

Mr. Steven Hunnicutt, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: ADDENDUM 1 to SUPPLEMENTAL AGREEMENT 22-006 – TECHNICAL SERVICES DURING CONSTRUCTION FOR PHASE 1 WWTF PROJECT

Dear Mr. Hunnicutt:

We are pleased to submit Addendum 1 to existing Supplemental Agreement 22-006 to provide additional consulting engineering services for the referenced Project. This Addendum describes our scope of services to provide additional technical services during construction for the Phase 1 WWTF Project. The technical services described herein are necessary as the Town's Contractor has not completed their work in accordance with their contractual schedule requirements.

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

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

Sincerely
Pennoni

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

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

ADDENDUM 1**SUPPLEMENTAL AGREEMENT 22-006 TO CONTINUING AGREEMENT****By and Between****TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.****Project****PHASE 1 WWTF – ADDITIONAL TECHNICAL SERVICES DURING CONSTRUCTION**

- 1.0 GENERAL:** This is Addendum 1 to Supplemental Agreement LAKHA22006P to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of Supplemental Agreement 22-006 and the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** Pennoni was contracted in the Summer of 2022 to provide bidding and technical services during construction for the Town's Phase 1 WWTF Project. Pennoni's scope of services assumed a maximum construction period of 330 days and funding was included in the Town's FDEP SRF funding approval for the Project.

The Town contracted with Benchmark Construction to construct the Town's Project, wherein the contractor was obligated to achieve substantial completion by 6/14/23 and final completion by 8/13/23. The Contractor still has not achieved substantial or final completion but is anticipated to achieve final completion by 10/28/23 (not guaranteed by Contractor, but has been estimated for purposes of this proposal). As such, this will require Pennoni to perform services for at least 2.5 additional months beyond our contracted services. In addition, Pennoni has been required to perform significant additional services related to addressing substandard work, funding agency coordination, liquidated damages assessment, and coordinating and processing a partial FDEP special clearance to make the Project facilities partially operational to help prevent loss and damages to the Town.

NOTE: As of 8/31/23, the Town's FDEP SRF funding agreement has approximately \$371,000 of unspent contingency funding remaining, which could be utilized to fund the services described herein. Additionally, the Town's Agreement with the contractor allows the Town to charge

liquidated damages in the amount of \$1,000/day until the Contractor achieves substantial/final completion (approximately \$75,000 thru 8/30/23).

Town desires for Pennoni to continue providing technical services during construction including CWSRF funding program coordination services, start-up, punchlist and final inspections, remaining Agency certification(s), and SRF funding program close-out services.

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

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

5.1 Bidding Services: No change

5.2 Technical Services During Construction: Pennoni will provide additional technical services during the extended construction period of the Project as described below:

5.2.1 Construction Observation and Engineering Support: Provide ADDITIONAL construction engineering support and make visits to the site during the course of construction to observe and document the construction for conformance with the general intent of the civil construction plans, specifications, and permit applications prepared by Pennoni. Costs for this effort was determined assuming 75 days (2.5 months) of total addition construction contract time duration beyond the original final completion date of 8/13/23 thru 10/28/23.

5.2.2 Pay Application Review: Review and process ADDITIONAL Contractor's pay applications

5.2.3 Progress Meetings: Prepare for and conduct ADDITIONAL monthly progress meetings and prepare additional meeting summary memorandum(s) to document discussions

5.2.4 CWSRF Grant/Loan Disbursement Requests: Following technical review and approval of ADDITIONAL Contractor pay requests, assist the Town with submitting ADDITIONAL grant/loan disbursement requests to the FDEP including appropriate project progress reporting forms

5.2.5 Davis-Bacon Provisions: Assist the Town in administering ADDITIONAL Davis-Bacon wage survey and reporting requirements that are a requirement of the CWSRF Loan

- 5.2.6 FDEP CWSRF Site Inspections:** Conduct ADDITIONAL site inspections with FDEP CWSRF staff, as required
- 5.2.7 Other FDEP CWSRF Coordination:** ADDITIONAL coordination with FDEP CWSRF staff on the Town's behalf to generally ensure compliance with the terms and conditions of the CWSRF funding agreement
- 5.2.8 Record Drawings (partial):** Based on the Contractor's as-builts*, prepare partial Record Drawings of the system modification information to support a partial FDEP clearance in July 2023.
- 5.2.9 Certification (partial):** After construction we deemed partially complete, prepare and submit a partial Certifications of Completion (including special "hauling plan" and temporary aeration plan) for the partially completed portion of the project to the FDEP and Town as applicable.
- 5.3 Exclusions:** All other services not explicitly described in Items 5.1 and 5.2 above and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the Town, including but not limited to the following:
- Technical services during construction for any construction contract time extension(s) beyond the period defined herein
 - Excessive reviews (greater than two) of contractor submittals (shop drawings, pay applications, payroll documentation, as-builts, etc.)

6.0 PENNONI'S COMPENSATION

Our lump sum fees, excluding reimbursable costs, to provide the above-described services are as follows:

Partial certification and record drawings (Tasks 5.2.8 and 5.2.9).....	<u>\$20,500</u>
ADDITIONAL Technical Services During Construction (Task 5.2).....	<u>\$57,500</u>
TOTAL	\$78,000

- 6.1** Should the Contractor not achieve final completion by 10/28/23, upon Town request, Pennoni will continue to provide construction observation and engineering support at a rate of \$23,100 per month (\$1,080/ work day).
- 6.2** Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our Town-approved Schedule of Hourly Rates and Reimbursable Costs.

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

7.0 TOWN'S RESPONSIBILITIES: No Change

8.0 OTHER MATTERS – No change

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

_____ of _____ 2023.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.



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

DATE: 8-31-23



096

401 Third Street SW
Winter Haven, FL 33880
T: 863-324-1112
F: 863-294-6185

www.pennoni.com

August 31, 2022

Proposal No. LAKHA22007P

Mr. Steven Hunnicutt, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: ADDENDUM 1 to SUPPLEMENTAL AGREEMENT 22-007 – TECHNICAL SERVICES DURING CONSTRUCTION FOR SR 17 SEWER EXTENSION PROJECT

Dear Mr. Hunnicutt:

We are pleased to submit Addendum 1 to existing Supplemental Agreement 22-007 to provide additional consulting engineering services for the referenced Project. This Addendum describes our scope of services to provide additional technical services during construction for the SR 17 Sewer Extension Project. The technical services described herein are necessary as the Town's Contractor has not completed their work in accordance with their contractual schedule requirements.

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

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

Sincerely
Pennoni

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

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

ADDENDUM 1**SUPPLEMENTAL AGREEMENT 22-007 TO CONTINUING AGREEMENT****By and Between****TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.****Project****SR 17 SEWER EXTENSION – ADDITIONAL TECHNICAL SERVICES DURING CONSTRUCTION**

- 1.0 GENERAL:** This is Addendum 1 to Supplemental Agreement LAKHA22007P to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of Supplemental Agreement 22-007 and the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** Pennoni was contracted in the Summer of 2022 to provide bidding and technical services during construction for the Town's Septic to Sewer Project. Pennoni's scope of services assumed a maximum construction period of 330 days and funding was included in the Town's FDEP SRF funding approval for the Project.

The Town contracted with Benchmark Construction to construct the Town's Project, wherein the contractor was obligated to achieve substantial completion by 5/28/23 and final completion by 7/27/23. The Contractor still has not achieved substantial or final completion but is anticipated to achieve final completion by 10/14/23 (not guaranteed by Contractor, but has been estimated for purposes of this proposal). As such, this will require Pennoni to perform services for at least 3 additional months beyond our contracted services. In addition, Pennoni has been required to perform significant additional services related to addressing substandard work, funding agency coordination, special paving and traffic operation, and coordinating and processing a partial FDEP special clearance to make the Project facilities partially operational to help prevent loss and damages to the Town.

NOTE: As of 8/31/23, the Town's FDEP SRF funding agreement has approximately \$371,000 of unspent contingency funding remaining, which could be utilized to fund the services described herein. Additionally, the Town's Agreement with the contractor allows the Town to charge

liquidated damages in the amount of \$1,000/day until the Contractor achieves substantial/final completion (approximately \$92,000 thru 8/30/23).

Town desires for Pennoni to continue providing technical services during construction including CWSRF funding program coordination services, start-up, punchlist and final inspections, remaining Agency certification(s), and SRF funding program close-out services.

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

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

5.1 Bidding Services: No change

5.2 Technical Services During Construction: Pennoni will provide additional technical services during the extended construction period of the Project as described below:

5.2.1 Construction Observation and Engineering Support: Provide ADDITIONAL construction engineering support and make visits to the site during the course of construction to observe and document the construction for conformance with the general intent of the civil construction plans, specifications, and permit applications prepared by Pennoni. Costs for this effort was determined assuming 90 days (3 months) of total addition construction contract time duration beyond the original final completion date of 7/28/23 thru 10/28/23.

5.2.2 Pay Application Review: Review and process ADDITIONAL Contractor's pay applications

5.2.3 Progress Meetings: Prepare for and conduct ADDITIONAL monthly progress meetings and prepare additional meeting summary memorandum(s) to document discussions

5.2.4 CWSRF Grant/Loan Disbursement Requests: Following technical review and approval of ADDITIONAL Contractor pay requests, assist the Town with submitting ADDITIONAL grant/loan disbursement requests to the FDEP including appropriate project progress reporting forms

5.2.5 Davis-Bacon Provisions: Assist the Town in administering ADDITIONAL Davis-Bacon wage survey and reporting requirements that are a requirement of the CWSRF Loan

- 5.2.6** FDEP CWSRF Site Inspections: Conduct ADDITIONAL site inspections with FDEP CWSRF staff, as required
- 5.2.7** Other FDEP CWSRF Coordination: ADDITIONAL coordination with FDEP CWSRF staff on the Town's behalf to generally ensure compliance with the terms and conditions of the CWSRF funding agreement
- 5.2.8** Record Drawings (partial): Based on the Contractor's as-builts*, prepare partial Record Drawings of the system modification information to support a partial FDEP clearance in July 2023.
- 5.2.9** Certification (partial): After construction we deemed partially complete, prepare and submit a partial Certifications of Completion for the partially completed portion of the project to the FDEP and Town as applicable (including temporary power, temporary pumping, temporary hauling plan, etc.).
- 5.3** **Exclusions:** All other services not explicitly described in Items 5.1 and 5.2 above and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the Town, including but not limited to the following:
- Technical services during construction for any construction contract time extension(s) beyond the period defined herein
 - Excessive reviews (greater than two) of contractor submittals (shop drawings, pay applications, payroll documentation, as-builts, etc.)

6.0 PENNONI'S COMPENSATION

Our lump sum fees, excluding reimbursable costs, to provide the above-described services are as follows:

ADDITIONAL Technical Services During Construction (Task 5.2).....	<u>\$73,500</u>
TOTAL	\$73,500

- 6.1** Should the Contractor not achieve final completion by 10/28/23, upon Town request, Pennoni will continue to provide construction observation and engineering support at a rate of \$24,500 per month (\$1,145/ work day).
- 6.2** Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our Town-approved Schedule of Hourly Rates and Reimbursable Costs.

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

7.0 TOWN'S RESPONSIBILITIES: No Change

8.0 OTHER MATTERS – No change

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

_____ of _____ 2023.
(Day) (Month)

TOWN OF LAKE HAMILTON

Attest, Town Clerk

Mayor, Town of Lake Hamilton

PENNONI ASSOCIATES INC.



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

DATE: 8-31-23 _____



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Mayor, Town Council, Town Attorney

FROM: Patrick Henry, Utilities Director

AGENDA ITEM: Building at WWTF

DATE: September 19, 2023

SUMMARY: The Waste Water Treatment Facility is in operations, and needs a building for daily operations.

(3) bids were received, and Robin Builders from Lake Wales came in as the cheapest at \$5,190.00

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain: The item is in the 2023-2024 Budget of \$32,500, under Waste Water line item 001-535-064 Mechanical Equipment.

RECOMMENDATION: Staff recommends approval of the portable building for the waster water treatment facility in the amount of \$5,190.00

ATTACHEMENTS: (3) bids

(1) Photo of the CLASSIC

001-535-0611
Machinery/Equipment
32,500

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ROBIN BUILDERS, INC. WORKSHEET

"We make room for your imagination"



Name TOWN L. HAMILTON Date 5/31/22

Address _____

Phone _____ Wk _____ Hm _____ Presented by _____

Model Classic Dimensions 10 x 16

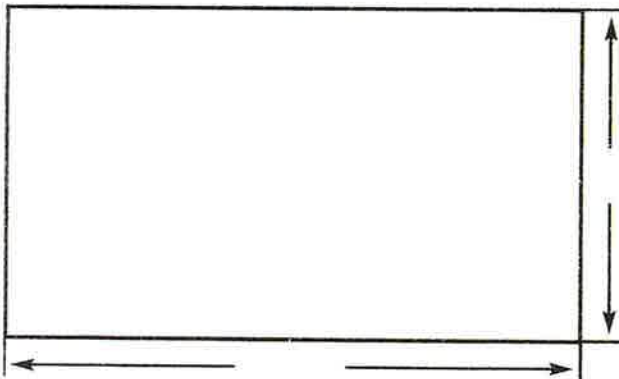
Options 6472 BLANK MHD Notes _____

(2) 2227 VS WINDOWS
SW light outlets (1)

All white

RESIDENTIAL - COMMERCIAL

- ALUMINUM
- VINYL
- PT T-III
- STUCCO



This is only an Estimate, not a sales Agreement. Final quote must include construction fabric, color, all options, and Florida State Sales Tax.

*Estimate \$ 5190.00

*(includes delivery and normal setup)

Factory Outlets

☐ Port Charlotte ■ 17298 Toledo Blade Blvd.

☐ Lakeland ■ Corner US 92 & Old Dixie Hwy

☐ Sarasota ■ 301 And Whitfield Ave.

☐ Lake Wales ■ 21875 Hwy 27 N.

☒ Lake Wales ■ 14915 US 27 South (Factory and Main Office)

941-629-3335

863-665-7600

941-752-4343

863-679-8726

863-638-1294

Custom Shed Order Form

Date:

103

06/05/23

Estimate

Order

Distributed by:



136 Kitto Lane, Dundee, FL 33838

Phone #: (863) 438-0038

FAX: (863) 439-6188

email: admin@gokitto.com

Name: Department of Public Works

Installation Address: The Town of Lake Hamilton

City: Lake Hamilton State: FL Zip Code:

Home PX Cell PX 863-605-3035

Email Attention Pat Henry

Description: E 10x16 Gable, Vinyl Lap Siding, 180 MPH, 26 Ga Standing Seam Mill Roof, Solid Door & half, 3/8 Floor, Southern Pine

Product # E 10x16x7 Base Price:

Color: Victorian Gray Trim: White

Options:	Size:	1st	2nd	Price Per	Price:
Windows					
1 Doors	48x72				
Doors					

Additional Instructions: Anchors & Install Included

Electrical Package - Outlet, Light, Switch

Engineer Certified Delivery (if any) Included

Sub Total

Florida Sales Tax

Total \$5,700.00

Deposit

Balance Due

Paid by:

Cash Check #

Credit Card

Green Sky Financing

Custom and Special Orders Cannot Be Cancelled. A 50% deposit is required at the time customer signs the agreement. We require the final payment to be made on the day of the delivery. Your custom shed is the strongest built in the State with a 180 wind load. We do recommend adding your new structure to your insurance as we do not cover tornados, hurricanes.

I have read and understand my order is customized

Signature

Customer Name: Town of Lake HamiltonDate: 05 / 31 / 2023Phone Number: 863 247 0606

Email Address: _____

Shed Size: 10 x 16Building Type: BungalowBase Color: Optional

Roof Color: _____

Trim Color: _____

Base price-----\$5435
 Standard Electric-----145
 AC frame out-----60
 Bahama door-----40

 \$5680

Base Price \$5680Options _____

 _____Sub Total \$5680Tax ExemptTotal \$5680

Purchse Options - CHOOSE YOUR BEST OPTION

<input type="checkbox"/> Cash	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Flex-Lease	<input type="checkbox"/> Short-Term Finance	<input type="checkbox"/> Long-Term Finance
<ul style="list-style-type: none"> - Always Accepted - Due up front - Lowest Total Cost 	<ul style="list-style-type: none"> - Convenient - Low minimum payment - No fixed term - Unknown total cost - Variable APR - Credit Score Impact 	<ul style="list-style-type: none"> - Most flexible payment terms: 24, 36, 48, & 60 months - Guaranteed Approval - Fixed Payments - Own at end of term - No penalty for turning in - No credit score impact - Low Down payment - 90 Days same-as-cash 	<ul style="list-style-type: none"> - 24 and 36 month terms - Fixed payment and APR - Lease cost to Finance - Must Qualify - Minimal credit score impact - \$0 Down 	<ul style="list-style-type: none"> - 48 and 60 month terms - Lower payment - Fixed payment and APR - Must qualify - Minimal credit score impact - \$0 Down



CLASSIC

- Dutch lap aluminum siding with baked on enamel finish in a variety of colors
- Corrugated mill finish roof reflects 85% of the sun's heat
- 6" overhang on 6', 8', & 10' wides, 3" overhang on 11' & 13' wides
- 45" Tube door, keyed lock, spring chain and aluminum piano hinge
- Standard with window(s) & wiring
- 5:12 roof pitch



SUBURBAN

- Dutch lap aluminum siding with baked on enamel finish in a variety of colors
- Corrugated mill finish roof reflects 85% of the sun's heat
- 3" roof overhang; 2 1/2 : 12 roof pitch
- 45" Tube door, keyed lock, spring chain, and piano hinge
- Standard with window(s) and wiring
- Steel Stud Frame also available



Steel Stud Frame



FLORIDIAN

- Dutch lap aluminum siding with baked on enamel finish in a variety of colors
- 45" Tube door, keyed lock, spring chain, piano hinge
- Available with a slope or peak roof
- Standard with no windows or wiring
- Steel Stud Frame also available



FLORIDIAN SPECIAL

- Only available sizes are 6'x10', 8'x10', and 10'x12'
- Corrugated mill finish roof reflects 85% of the sun's heat
- Lights, outlets, and switches are not available with this model
- Shown with an optional 45" pressure treated ramp



DUTCH BARN

- Dutch lap aluminum siding with baked on enamel finish in a variety of colors
- Corrugated mill finish roof reflects 85% of the sun's heat
- 45" Tube door with keyed lock, spring chain, and piano hinge
- Built-in 2"x6" shelf that offers a ledge to organize storage
- Standard with window(s) & wiring



RUFFY

- Corrugated mill finish exterior
- 45" Tube door, keyed lock, spring chain, and aluminum piano hinge
- Standard with window(s) & wiring



Optional Features

WINDOWS

- 18" x 27" Vertical Slide
- 22" x 27" Vertical Slide
- 36" x 36" Vertical Slide
- 22" x 27" Vertical Slide (Dark & White Frame)
- 36" x 36" Double Strength Horizontal Slide
- 62" x 36" Double Strength Horizontal Slide

DOORS

- Tube Doors: 45" x 72", 61" x 72", Double Doors
- Mobile Home Doors: 32" x 72", 36" x 72", 42" x 72", 36" x 80", 64" x 72" Double Door, 72" x 72" Double Door.
- Garage Doors: 8' x 6' 6" Non-Insulated Sectional, 8' x 6' 6" Insulated Sectional, 8' x 6' Roll-Up Door
- Additional Doors: Commercial Glass Door, Residential Insulated Steel Door (blank or fixed pane), Sliding Glass Door

ADDITIONAL OPTIONS

- Skylight
- Wind Turbine
- Louvered vent w/screen
- Ridge Vent
- Concession Door
- Air Conditioner Hole
- Pressure Treated Frame
- Extra Floor Joists for heavy loads
- Steel Stud Frame
- Higher Ceiling
- Insulated Floors, Walls, & Ceilings
- Partition Wall



Custom Shelving

- Shingle Roof
- Deadbolt on Mobile Home Door
- Permatile Roof (Terracotta or Evergreen)
- Pegboard
- Painted Aluminum Roof
- Pegboard
- Custom Shelving
- Service Ramp
- 220 Dryer & Air Conditioning Outlets
- Double Swivel Floodlight
- Fluorescent Lights in a variety of sizes
- Exterior Outlet w/ Cover
- GFI Outlet
- 100 Amp Breaker Box
- OSB or Plywood Lined Walls
- Burglar Bars
- Handicap Bathroom



Switches & Outlets



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Mayor, Town Council, Town Attorney, Town Administrator

FROM: Patrick Henry, Utilities Director

AGENDA ITEM: Water Treatment Pump

DATE: September 26, 2023

SUMMARY: 30hp peerless split case pump, that is needed for back-up at the Water Treatment Plant. This will be a back-up, to avoid the current pump going out, and waiting for a new pump, if a issue would arise, due to supply chain issues.

The goal for the Town, is to have back-up inventory on parts at our Water Plant, not to run into an issue looking for parts, or cause a down time on water supply, or treatment.

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain:

This is a budgeted 2023-2024 item, in 001-533-521. Cost of this pump is \$14,475.00

RECOMMENDATION: Staff recommends the purchase of the 30hp pump from C & W Equipment Repair for \$14,475.00.

ATTACHEMENTS: (3) Estimates, C & W being the lowest.

Proposal

C & W Equipment Repair and
Maintenance, Inc.

P.O. Box 463
Haines City, Fl. 33845
863-585-7755-Phone
863-207-4563-Accounting
Email: info@cwerm.com

Date

9/25/2023

Name / Address		<i>This proposal is good for 15 days, thank you for the opportunity to submit this proposal</i> 001-533-521 OPERATING 500,100 SUPPLIES	
TOWN OF LAKE HAMILTON P.O. BOX 126 LAKE HAMILTON, FL 33851			
Rep	Project		
DEC	JOCKEY SERVICE PUMP		
Description	Qty	Rate	Total
1- 30HP PEERLESS SPLIT CASE PUMP 2AE11		13,975.00	13,975.00
SERVICE LABOR TO INSTALL PUMP		500.00	500.00
NOTE ABOVE PROPOSAL PRICE DOES NOT INCLUDE FREIGHT CHARGES, FREIGHT CHARGES (IF ANY) WILL BE ADDED TO INVOICE IF PROPOSAL APPROVED ***NOTE*** PUMP IS 6-8 WEEKS OUT AFTER ORDERING Sales Tax		7.00%	0.00
Proposal approved by: Name: _____ Signature: _____			
Material prices may increase depending on the amount of time it takes for proposal to be approved. Currently we are having to check material prices every 3 days due to continued increases.		Total	\$14,475.00
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon stikes, accidents or delays beyond our control.			

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Estimate

Coastal Pump & Equipment, Inc.
3747 W Lake Hamilton Dr.
Winter Haven, FL 33881 US
+1 7275156129
accounting@cpequip.net
www.cpequip.net

ADDRESS

Town of Lake Hamilton
TBD

SHIP TO

Town of Lake Hamilton
Water Treatment Plant
210 Monroe Lane
Lake Hamilton, Florida 33851

ESTIMATE

1691

DATE

09/07/2023

SALES REP

DAA

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Misc. Parts	Replacement Peerless Pump. Model # 2AE11 Replacement for serial # 9927036931 Description : Peerless bare shaft pump type 2AE11 to meet a duty of 400 GPM @ 185'. Cast iron bronze fitted with Nickle Alum. Bronze Impeller with Integral Rings. 316 Stainless Steel shaft sleeves, Crane T21 Mechanical seals, double row outboard grease lubricated bearings. ***** 30 WEEK LEAD TIME *****	1	19,288.10	19,288.10
	Misc. Parts	lovejoy shaft coupler	2	91.60	183.20
	Misc. Parts	Lovejoy Coupler Bushing	1	48.23	48.23
	Misc. Parts	Pump Shim Kit Part # MMC97235K816	2	44.48	88.96
	Pump Repair	Laser Alignment of motor and pump shaft	1	500.00	500.00
	Service Call - Man 1	Onsite service to install new peerless pump at Town of Lake Hamilton WTP.	1	1,650.00	1,650.00

TOTAL

\$21,758.49



Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1014155	
QUOTE DATE	Page
6/28/2023	1 of 2

Quote Expires On: 07/28/2023

Quoted by: LKMATT

Bill To:

Town of Lake Hamilton
PO Box 126
Lake Hamilton, FL 33851

863-439-1910

Ship To:

Town of Lake Hamilton
Water Treatment Plant
210 Monroe Lane
Lake Hamilton, FL 33851

Customer ID: 11270

Destination Country:

PO Number		Terms	Freight Code	Job Name	
		Net 30	Freight Allowed	HSP Replacement model 2AE11	
Quantities					Item ID
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description
					Unit Price
					Extended Price

Order Note: ****

Delivery and installation is included in quoted price.

1	0	1 EA	SELLPRICE	EA	25,096.0000	25,096.00
		1.0	Total Sell Price	1.0		

Horizontal Split Case pump
Peerless pump, model 2AE11
Direct replacement for S/N 9927036930-10-A
Price includes premium external coatings,
delivery & installation with new fasteners, and
laser alignment with customer's existing motor &
coupling.

Order Line Notes: ****

Estimated lead time is 35 weeks ARO.



Town of Lake Hamilton

Town Council

Agenda Summary Report

TO: Mayor, Town Council, Town Attorney

FROM: Steven Hunnicutt, Town Administrator

AGENDA ITEM: RFP # 2023-01 Banking Services

DATE: September 14, 2023

SUMMARY: The Town of Lake Hamilton advertised RFP # 2023-01 in the Winter Haven Sun. The closing date was 9/13/2023 at 2pm for bids. The Town only received (1) sealed bid, that was opened and read by the Town Clerk on 9/14/2023 to be entered as a public record.

The Town is looking for a bank that will cater more towards the needs of the Town, for today and tomorrow's needs. The current bank was informed of the RFP, but did not participate in the BID process.

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒ If Yes, Please Explain:

RECOMMENDATION: Staff recommends approval of RFP 2023-01.

ATTACHMENTS:

- (a) Public Notice
- (b) Bid Tabulation Form
- (c) Scope of Work

AFFIDAVIT OF PUBLICATION

Winter Haven Sun

Published Weekly

Winter Haven, Polk County, Florida

Case No. Banking Services

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

August 23, 2023

**LEGAL ADVERTISEMENT
INVITATION TO BID
RFP # 2023-01**

The Town of Lake Hamilton will
receive sealed bids until **2:00
P.M., September 13, 2023**

"Banking Services"

Prospective bidders may obtain
copies of the invitation for Bank-
ing Services from the following
website:

www.townoflakehamilton.com
August 23, 2023 133143

Affiant further says that the Winter Haven Sun newspaper
complies with all legal requirements for publication in
chapter 50, Florida Statutes.



Anita Swain

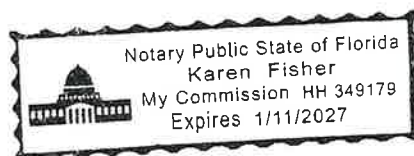
Sworn to and subscribed before me this 23rd day of
August 2023 by Anita Swain, who is personally known to



Karen Fisher, Clerk, Notary Number: #HH349179
Notary expires: January 11, 2027

00036557 00133143

Christopher Kirby
Town Of Lake Hamilton
100 Smith Avenue
PO Box 126
Lake Hamilton, FL 33851



BID TABULATION FORM**RFP# 2023-01 : Banking Services**

Project # RFP # 2023-01

Bid Opening: Council Chambers

DUE DATE/TIME: 09/13/2023/ 3pm

Conducted by: Brittney Sandovalsoto

Witnessed by:

Steven Hunnicutt, Angela Pettus

CITIZENS BANK & TRUST

Copy



Remitter on behalf of the bank:

Sherry B. Kelley
SVP, Retail Administrator
222 State Rd 60 East
Lake Wales FL 33859

Ph. (o) 863-967-2781
(c) 863-660-2966

September 13, 2023

RFP #2023-01 Banking Services



Table of Contents

Welcome letter

Scope of services offered

Key contacts

Branch locations

Employee Advantage Information

References

Lock Box information

Insured Cash Sweep

**All Correspondence:**

P.O. Box 3400, Lake Wales, FL 33859-3400
 www.citizens-bank.com | 863-676-7631

Member
FDIC

September 13, 2023

Town of Lake Hamilton
 100 Smith Ave
 Lake Hamilton, FL 33851

Citizens Bank & Trust is eager to accommodate Town of Lake Hamilton with the full range of banking services detailed in this proposal. As noted in our references, we now serve several other city and county agencies (all public fund relationships), and understand many of your needs and requirements.

Haines City Branch Manager, Lyndsey Novotny and her staff stand ready to offer whatever personal service and attention your office needs to make a smooth transition. The office is just less than 8 miles from your office located at 36250 Hwy 27 Haines City. While that office would be your primary point of contact, Citizens Bank & Trust can serve you at any of our 16 locations throughout Polk, Hillsborough or Pasco Counties. Managers at our convenient offices can make or obtain quick local decisions, and our IT staff also can provide on-site or remote assistance with any electronic banking services you may require.

Founded in 1920, Citizens is Polk County's oldest bank and one of the most financially sound and currently in its third generation of the same family ownership. We believe there are considerable advantages to working with a well-established locally owned bank that can make quick decisions and offer a seamless approach to accessing our wide array of banking, lending and investment services.

Citizens Bank & Trust is committed to building long-term relationships. We take our corporate responsibility very seriously and strive to make a difference. Our local owners encourage involvement and investment in our community. Last year, our employees logged more than 10,000 volunteer hours, and the bank contributed \$250,000 in donations and sponsorships to worthwhile local causes.

Our proposal details our available scope of work, which we believe meets all your banking needs. I personally would like to thank you for the privilege of the opportunity to serve the Town of Lake Hamilton, and feel sure we can win your trust and confidence through a full banking relationship. Along with members of my staff, I am available personally to answer any additional questions. Please feel free to call my office at 863-967-2781 or reach me on my personal cell phone at 863-660-2966.

Thank you again for considering Citizens Bank & Trust. We hope we can develop a long and mutually beneficial working relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sherry B. Kelley', is written over a light blue horizontal line.

Sherry B. Kelley
 SVP, Retail Administrator
 211 Havendale Blvd
 Auburndale, FL 33823

Proud to be your bank!

Auburndale | Bartow | Dundee | Frostproof | Ft. Meade | Haines City | Lake Wales | Lakeland | Winter Haven

Scope of Banking Services

Account Information

Citizens Bank & Trust is eager to accommodate your request for deposit accounts. We are able to provide online banking/treasury management services including ACH incoming and outgoing processing, check retrieval images, depository account services, repurchase agreement/sweep accounts, overdraft protection, stop payments, positive pay, web-based information reporting, wire transfers, Insured Cash Sweep accounts and zero balance accounts. A deposit agreement is available for review if requested.

Public fund NOW accounts allow the balances to earn interest. Interest is compounded daily and paid monthly to the account. We additionally offer the insured cash sweep accounts allowing all balances up to \$50 million to be FDIC insured. Please see separate flyer for the Insured Cash Sweep.

Treasury Management System

Web based banking services are available for use with multiple users at multiple locations. Individual users can be restricted to accessing information only on certain accounts or transaction types. Specific types of information can be specified by user. Hardware requirements: PC with browser support for 128-bit SSL encryption. Electronic reporting can be viewed daily on internet banking. 365 business days or two years is available for customer access. All systems are SSAE18 audited. Due to the confidentiality, security procedures can be provided if we are chosen as your primary bank. Only deposits made via remote item capture can be viewed on the current day. Hardware and software requirements are P4 2GHz Processor, 1GB RAM, XP Pro or Vista Business, High Speed USB 2.0 Port, No minimum Hard Drive size is required.

Current day information is updated immediately after processing. Pending debits and credits are reported with remote capture and with wire transfers. Month end reconciliation may be downloaded from the bank's data base in the required format.

Specific questions regarding reconciliation can be addressed to Debbie Lambeth, Electronic Banking Officer.

Costs of Account Maintenance & Earnings Potential

In an effort to simplify the fees and per transaction costs, Citizens Bank & Trust will offer the Town's requested banking services as relationship pricing and all-inclusive rather than per item cost or service used cost. Our services will include ACH Processing, Account Maintenance, Remote Deposit Service, Handling of Returned Items, Checks Deposited, Stop Payments, Cash Processing, Wire Transfers, Account Reconciliation and Positive Pay. Our pricing does not include any armored courier third party fees, or any other fees associated with third party providers. We will pay interest on aggregate balances in all accounts over \$500,000 at the Fed Funds Effective rate less 1.50% (rate is currently 5.33% - 1.50% = 3.83%). The rate is adjusted monthly on the first business day of the month and the designee is notified each month if any changes are made in the rate.

Positive Pay

Positive Pay is an automated fraud detection tool Citizens Bank and Trust offers to help you feel secure about the money coming out of your accounts by identifying unauthorized transactions before final payment. A separate agreement is needed with a default payment option of "Pay" or "Return" if unable to reach our customer before the daily deadline.

Customers will submit to Citizens Bank and Trust a listing of all issued items using a secure upload via On-line banking in agreed upon format that can be processed. (Will discuss and work with format) This service compares each check presented for payment against the customer check issue file comparing the amount of the item as well as the check number and payee. If exceptions are found, Citizens Bank and Trust will notify customer of discrepancy and a decision will be made to either pay or return. We will rely on the "Default Payment" if unable to contact customer before deadline.

Advantages

- Can have several sub-users for easy issue file uploads

- Can upload as many files as needed per day
- Personal touch to work with customer on exception items
- Email confirmation for receipt of your issued file

Deposit Processing and Remote Deposit Capture

Citizens Bank & Trust will permit commercial customers to remotely capture checks and transmit electronic information from those checks to the Bank for deposit. Equipment needed includes a scanner model Panini Vision X check scanner 50DPM/50 Feeder with inkjet endorser. We have the equipment available at the bank. PC Requirements are USB Port 2.0 or higher NET Framework 4.6.2 or higher.

The Town must also agree to indemnify the Bank against, and hold it harmless from, any losses and claims arising out of the customer's use of a remote capture device; and abide by any applicable laws, rules, and regulations to include Check 21 guidelines.

Information Reporting

Internet banking allows reporting of account balances, ACH debits and credits, wire transfers, account statements, positive pay decisions, stop payments and all account activity from the previous day including check images. Current day information is updated immediately after processing. Pending debits and credits are reported with remote capture and with wire transfers. Month end reconciliation may be downloaded from the bank's data base in the required format.

Account Statements

The standard cut off time for statements is the last business day of the month. Bank statements are usually received by the fifth business day of the month via postal mail, but can be viewed on the first day of the following month via internet banking. Reconciliation information is provided daily. Statements provide front images of checks only but images of both front and back of the item may be viewed via online banking. Online banking provides up to 24 months of account information; the bank retains records for seven years.

Overdrafts

Should any of the accounts of the Town become overdrawn; the bank will allow one business day to resolve the condition. There will be no service fees charged for daylight overdrafts. The Town will not receive interest on any negative balances nor will any other fees be assessed. Notification will be made as requested to the finance director immediately to assist in resolution of the overdraft situation. Overdraft protection is available between deposit accounts such as a money market, another checking or savings account.

Stop Payments

Stop payment orders can be received electronically via internet banking or in person at any branch office. An electronic confirmation of the stop payment will be given when the stop payment is placed via internet banking. Any further inquiries regarding stop payments can be made via phone or secure email to a bank employee. Stop payment orders on a block of checks will be regarded as only one stop payment. Stop payments shall remain in effect for six months for checks and one-time ACH debits but can be renewed. Stop payments placed on recurring ACH debits will never expire.

Return Items

Return items are charged back to the account of deposit, the same day as received. The bank can charge back (deduct) the item from the account in which it was deposited. An advice of return check/charge notice will be printed listing all returned checks for that day. Included in the notice will be the check number, payer/maker, reason returned and check amount. We do not receive original items back for the returned check; we can send what is received. At the Town's request, those items can be re-deposited. If returned a second time, it will be returned to the Town.

Wire Transfers and ACHs

We recommend wire transfers be submitted via our internet banking product. It will require the use of tokens with multi factor authentication as an added layer of security for dual control to verify all wires before submission to the bank. The cut off time for outgoing & incoming domestic wires is 4:00 pm Monday-Friday. In the case of a failed wire transfer, the customer is contacted. Confirmation of processed transfers can be sent if requested, we will provide the preferred method of verification of your choice. Security access codes are authenticated; users are locked out after three failed attempts. The designated administrator will reset all Town users and the bank can reset

the Administrator. The Administrator will have the ability to set up each user with daily limit, transaction limit, daily approval limit and transactional approval limit. All wires both incoming and outgoing are processed under dual control. The GL reconciliation is balanced daily by someone without wire authority.

NACHA formatted files in ACH standards for payroll direct deposit can be processed, the file should be received by 4:00 pm, the business day prior to the effective date. Child support payments may also be processed in the same fashion. The bank cannot void or delete individual items from an ACH file. We can delete the complete file if we are notified before it is sent to the processor. Another option is to submit the reversal of the ACH file. Notification of ACH items being returned will be provided within 24 hours. Payroll is available via ACH and the same tokens with multi factor authentication and dual control are used for processing. ACH block is available by amount or by originator. ACH control is also available by amount or by specific originator. ACH control does not work with the positive pay service as it is available for check transactions.

Banking Supplies

The bank will provide the necessary supplies including tamper proof bags, deposit slips, deposit stamps, coin wrapper and envelopes. The cost of these supplies will be billed to the account electronically from our vendor, Harland Clarke. The Town may purchase its own supplies as long as they have been tested for proper MICR reading on all checks and deposit tickets.

Bank Collateralization of Funds

Citizens Bank & Trust is listed as a QPD (Qualified Public Depository) with the State of Florida. (see below). Our pledge requirements do not vary from the statutory guidelines.

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

Updated May 20, 2022

FEIN	INSTITUTION	HOME OFFICE LOCATION
591846933	AMERANT BANK, N.A.	CORAL GABLES FL
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK FL
581111076	AMERIS BANK	MOULTRIE GA
202502616	ANCHOR BANK	JUNO BEACH FL
720218544	ANTHEM BANK & TRUST	PLAQUEMINE LA
591008568	AXIOM BANK, N.A.	MAITLAND FL
202768792	BANESCO USA	CORAL GABLES FL
941687665	BANK OF AMERICA, N.A.	CHARLOTTE NC
591024375	BANK OF BELLE GLADE	BELLE GLADE FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND FL
591447189	BANK OF TAMPA, THE	TAMPA FL
270217289	BANKUNITED, N.A.	MIAMI LAKES FL
593526917	BAYFIRST NATIONAL BANK	ST. PETERSBURG FL
593672784	BEACH BANK	FORT WALTON BEACH FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO IL
591485307	BRADESCO BAC FLORIDA BANK	CORAL GABLES FL
590153930	BRANNEN BANK	INVERNESS FL
370613731	BUSEY BANK	CHAMPAIGN IL
640117230	CADENCE BANK	TUPELO MS
593277398	CAPITAL CITY BANK	TALLAHASSEE FL
630258819	CCB COMMUNITY BANK	ANDALUSIA AL
710009885	CENTENNIAL BANK	CONWAY AR
205909064	CENTRAL BANK	TAMPA FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE FL
135266470	CITIBANK, N.A.	SIOUX FALLS SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF FL

Disaster Recovery

Due to the confidentiality of the disaster recovery plan, a detailed copy can be provided if our institution is chosen as your primary bank. Citizens Bank & Trust employs a hybrid system for its disaster recovery. A Hot Site is located in Polk County that will allow recovery of all local services within one hour. The core banking data and systems are located out of state and have its own annually tested backup site. This out of state processing center has a Warm Site that can be brought live within one day. The disaster recovery procedures are tested annually. The plan is reviewed and modified at least annually, and was most recently modified in May 2014. The plan was last tested in September 2022. The Hot site is located in Lakeland FL, and supports all local systems and services. This site has a hardened room with independent roof, on the second floor, in an impact resistant space. The backup site is 26 miles from the primary processing site. These sites share multiple communication linkages. The main communication linkage is in excess of 180Mb/s. The site is a hot backup site and is always up and running. The switchover is made in less than four hours. The bank can process at this site indefinitely. The backup site has the same capacity as the main bank's processing site. Any capacity issues will be addressed well in advance of any disaster's impact. Multiple Cold Site locations have the capacity to be brought live within 8 hours of both the primary and backup sites being unavailable. Should the primary location be rendered unavailable, an alternate location would resume normal activity. Given the nature of a Hot Site, the need for additional equipment is unnecessary. However, our hardware manufacturer has on record all of our specifications and can ship identical replacement hardware in a reduced timeframe. The bank successfully employed its disaster recovery procedures during the 2004 hurricane season and most recently for Hurricane Irma, 9/11/17. All services provided by the bank were uninterrupted, with the exception of the actual duration of the storm. Third party deposit pickup can be offered at an alternate location.

Trust and Investment Services

Our Trust and Wealth Management Department provides customized investment management solutions to individuals, families, institutions (public and private), corporations, and municipalities.

Should we be awarded the banking business, we are happy to offer a separate meeting to discuss the goals and objectives as well as the specific requirements for the Town's investment portfolio.

Repurchase Agreements/Sweep Accounts

A Repurchase Agreement/Sweep is a separate account that is electronically linked to your operating account. Each night, excess collected balances not required for disbursements or compensating balances are automatically transferred to the Repurchase Agreement/Sweep account where they earn interest. Interest is calculated daily and paid monthly.

The Securities sold to you under the terms of the Repurchase Agreements are held in book entry form for the account of the Bank in the Bank's account at a correspondent bank. The Bank transfers designated securities to you by entry on our books. The Bank will send you a confirmation, which provides a description of the Repurchase Agreement. The rate at which you may earn income on the Repurchase Agreements is declared daily by the bank and calculated according to methods established periodically by the Bank. You may contact the Bank to find out the current rate on any business day. We cannot pledge specific securities for your repurchase agreement but all pledged securities investment grade securities owned by Citizens Bank & Trust.

Fee Structure

Citizens Bank & Trust will honor the proposed pricing for three (3) years. All pricing will be reviewed annually thereafter. If the contract for banking services is extended, the bank would have the ability to change or modify the pricing if it chose to do so, subject to approval by the Town of Lake Hamilton. Citizens Bank & Trust would notify the Town of any changes in pricing in writing, giving at least a 30-day notice.

Confirmations

Audit confirmations are handled in our Deposit Operations area. All requests are logged and responses are provided within one business day of receipt. Contacts from our Deposit Operations area are provided in the key contacts.

Continuous Service

The Haines City office will be the primary contact and service location for the Town's accounts. The office is located at 36250 Hwy 27, Haines City, FL 33844 just less than 8 miles from your office. The key contacts sheet provides names, phone numbers and email addresses for each. There should be no cause for service interruption at any time. In the event of a disaster or inability of use of systems Citizens Bank & Trust would allow use of our systems with your credentials to process your requests.

Audit and Records Inspection

Citizens Bank & Trust is not a publicly traded company so therefore is not subject to SEC reporting. However, we are subject to regulatory reporting. Our quarterly call reports can be found at www.fdic.gov. Our confidential financial statements could be provided along with a confidentiality agreement if requested.

Citizens Bank & Trust is willing to answer any audit related questions relative to the banking contract.

Transition and Implementation

Shall Citizens Bank & Trust be awarded the Town's banking business; we will provide training services either virtually or in person, your choice. We will provide written materials and on-site tech support for deposit preparation instruction; the IT department will provide information reporting and technical support. A period of two weeks should be allotted for all training and implementation. Standard banking agreements will be provided and available for signature should Citizens Bank & Trust be awarded the business.

Credit Card Services

Citizens Bank & Trust offers business credit cards with web-based program management and reporting. The enhanced data gives increased visibility and reporting and also allows the Town to set limits and controls to minimize card misuse and ensure security of your program. We have teams dedicated to support and service commercial card clients with account management. Rebate programs are available. Specific documentation and financial documents may be requested to obtain the credit cards. A disclosure regarding rates, fees and terms will be provided.

Employee Benefits

Citizens Bank & Trust is happy to provide check cashing to Town employees or to any customer issued a check by the Town at no charge for checks drawn on Citizens Bank & Trust. We are also prepared to offer our Employee Advantage checking and savings plan to all Town employees. It includes a checking account with no monthly service charge, and a \$50 bonus after six months of opening a checking and savings account. They may receive their bank statement electronically or by postal mail.

Insurance Requirements

Citizens Bank & Trust meets the comprehensive general liability and workers compensation insurance requirements for this proposal. Please see the attached certificates of insurance provided by our agents.

Merchant Services

Merchant Services can be provided by a third-party contractor through Citizens Bank & Trust. A proposal will be provided upon request. The sales representative is located in Lake Wales, FL and is available for training and service related questions after the initial set up. She will also provide equipment and set up based

Set-up fee: None

24 Hour Customer Service: No Charge

Sales Representative Contact: Eileen O'Rourke, Merchant Services (863)-676-7678

Lockbox Services

We have a lockbox service that would be able to assist in payment receipt and collection. The payments are mailed to a secure post office box, processed securely, funds deposited to your account and images along with any included documentation is accessible via our secure portal. The service meets critical industry compliance standards, including SSAE 18, PCI and HIPPA regulations. Separate pricing is available for this service upon request.

Payroll Services

Citizens Bank & Trust has partnered with Certipay as a solution for our customers for their payroll needs. The agreement with Certipay is a separate agreement and would be obtained independently from any agreement with Citizens Bank & Trust.

Key Service Contact Personnel:

Lyndsey Novotny, Vice President
Branch Manager Haines City Office
Reports to Sherry Kelley
Ph. 863-421-8484 Fax: 863-421-6090
Email: lyndsey.novotny@citizens-bank.com

Debbie Lambeth, Vice President
Electronic Banking Officer
Reports to Chad Tagtow
Ph. 863-676-7631
Email: debbie.lambeth@citizens-bank.com

Angie Massey, First Vice President
Deposit Operations Supervisor
Reports to Chad Tagtow
Ph. 863-676-7631
Email: angie.massey@citizens-bank.com

Jason Hayes, Senior Vice President
Chief Information Officer
Reports to Greg Littleton
Ph. 863-676-7631
Email: jason.hayes@citizens-bank.com

Sherry Kelley, Senior Vice President
Retail Branch Administrator
Reports to Weymon Snuggs
Ph. 863-967-2781
Email: sherry.kelley@citizens-bank.com

Weymon Snuggs, Executive Vice President
Chief Operating Officer
Reports to Greg Littleton
Ph. 863-686-1430
Email: weymon.snuggs@citizens-bank.com

Greg Littleton
President & CEO
Reports to the Board of Directors
Ph. 863-676-7631
Email: greg.littleton@citizens-bank.com



LOCATIONS & HOURS

AUBURNDALE*

211 Havendale Blvd.
Auburndale, FL 33823
(863) 967-2781

BARTOW

1450 N. Broadway Ave.
Bartow, FL 33830
(863) 533-6472

CHALET SUZANNE ROAD

23725 Hwy. 27
Lake Wales, FL 33859
(863) 676-0988

DADE CITY (PASCO)

13844 7th St.
Dade City, FL 33525
(352) 437-6380

DOWNTOWN LAKELAND

402 S. Kentucky Ave., Ste. 100
Lakeland, FL 33801
(863) 686-1430

DUNDEE

1013 Dundee Rd.
Dundee, FL 33838
(863) 439-2946

EDGEWOOD*

1985 E. Edgewood Dr.
Lakeland, FL 33803
(863) 686-1346

FROSTPROOF*

2 East Wall St.
Frostproof, FL 33843
(863) 635-2244

FT. MEADE

214 West Broadway St.
Ft. Meade, FL 33841
(863) 622-2943

HAINES CITY

36250 Hwy. 27
Haines City, FL 33844
(863) 421-8484

LAKE WALES*

222 State Rd. 60 East
Lake Wales, FL 33853
(863) 676-7631

PLANT CITY (HILLSBOROUGH)

3019 James L Redman Pkwy
Plant City, FL 33566
(813) 652-8090

SOUTH LAKELAND

5850 Florida Ave. S.
Lakeland, FL 33813
(863) 225-1460

VALRICO (HILLSBOROUGH)

1016 Bloomingdale Ave.
Valrico, FL 33596
(813) 657-8989

WINTER HAVEN

1120 First St. South
Winter Haven, FL 33880
(863) 291-3319

WINTERSET*

6340 Cypress Gardens Blvd.
Winter Haven, FL 33884
(863) 324-4720

**Select Locations With Saturday Hours*

LOBBY HOURS | Mon. - Thurs. 8:30AM - 4PM • Friday 8:30AM - 6PM

DRIVE-THRU HOURS | Mon. - Thurs. 8AM - 5:30PM

Friday 8AM - 6PM • Saturday* 8:30AM - 12PM

ANYTIME BANKLINE

(863) 679-7777 or (877) 851-8597

CITIZENS-BANK.COM

Member
FDIC 
EQUAL HOUSING
LENDER
Rev. 07/2023
NMLS ID# 528015

EMPLOYEE ADVANTAGES *from Day One!*

We invite your Employees¹ to stop by any Citizens Bank & Trust location, to open their *Employee Advantage Checking and Savings accounts!*

Here are a few of the benefits they'll enjoy with their new Employee Advantage Accounts:

- **ONLY \$50 TO OPEN** each account
- **NO MINIMUM** balance requirement
- A choice of **ELECTRONIC OR PAPER STATEMENTS** at no charge
- Savings account **EARNS INTEREST²**
- **FREE** Citizens Bank & Trust standard checks
- Debit card with **EMV CHIP TECHNOLOGY**

When they open **BOTH** the
Employee Advantage Checking and Savings accounts, they will

RECEIVE A \$50 BONUS³

¹ Proof of current employment status required. Program and terms are subject to change without notice.

² Employee Advantage Savings account annual percentage yields 1.05% as of 06/01/2022.

Account fees may impact earnings. A 1099-MISC will be issued for tax purposes.

³ Accounts subject to opening requirements, terms and conditions. Both Checking and Savings accounts must remain active and with a positive balance for six (6) months to earn the \$50 bonus. Once earned, the bonus will be deposited/posted to the qualifying Savings Account in the seventh (7) account statement cycle, after the account opening date. This offer is available to new Employee Advantage account customers only. Contact a CSR for further details regarding account and service fees and terms.



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CITIZENS BANK & TRUST

Auburndale | Bartow | Dade City | Dundee | Haines City | Ft. Meade | Frostproof | Lake Wales | Lakeland | Plant City | Valrico | Winter Haven

References

Citizens Bank & Trust is one of Polk County's oldest and most financially sound community banks. We have been around since 1920 and are in our third generation of the same family ownership. We believe there are considerable advantages to working with a well-established locally owned bank that can make quick decisions and offer a seamless approach to accessing our wide array of banking, lending and investment services.

We have several other municipalities and businesses that we currently serve in much of the same capacity your banking needs require. Feel free to contact any or all of the references provided below.

Stacy Butterfield Clerk of Court's office

Contact: Sherry Watkins

Email sherrywatkins@polk-county.net

Phone 863-534-4491

Relationship managed since March 2009

City of Fort Meade

Contact: Mary Dimitroff-Finance Director

Email mdimitroff@cityoffortmeade.com

Phone 863-285-1174

Relationship managed since March 2016

Town of Dundee

Contact Tandra Davis-Finance Director

Email tdavis@townofdundee.com

Phone 863-438-8330

Relationship managed since December 2016

City of Davenport

Don Carter, Finance Director

Email dcarter@mydavenport.org

Phone 863-419-3300 X 133

Relationship managed since October 2017

SECURE YOUR BUSINESS ASSETS WITH CONFIDENCE

131
TO GET STARTED,
PLEASE SCAN
THE QR CODE TO
FIND THE OFFICE
NEAREST YOU!



How does a Lockbox work?



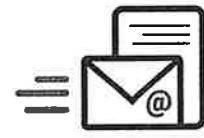
Customer
Mails Check to
Secure PO Box



Payments
Processed Securely



Funds
Deposited



Images of Checks and
Documentation Accessible
through Secure Portal

BENEFITS:

- 24-hour access to account data through secure portal
- Meets critical industry compliance standards, including SSAE 18, PCI, and HIPAA regulations
- Tailored remittance processing that conforms to your unique needs
- Expedited account reconciliation with electronic reporting
- Reduced workload and time needed to sort mail
- Reduced float time on check payments

Fees apply. Contact your local office for more details.



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Citizens Bank & Trust



Bank Safe, Bank Smart®

ICS®, the Insured Cash Sweep® service, is a safe cash management solution that enables access to FDIC insurance beyond \$250,000 on large deposits placed into demand deposit accounts (through the ICS demand option) and money market deposit accounts (through the ICS savings option) while working directly with our bank.

Why Choose Insured Cash Sweep?

With ICS, you can

- **Rest assured** knowing your ICS funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the U.S. government
- **Enjoy the ease of working through a single bank relationship and receiving just one regular statement** while making large deposits eligible for FDIC insurance
- **Access your funds** with unlimited program withdrawals (using the ICS demand option) or up to six program withdrawals per month (using the ICS savings option)
- **Eliminate ongoing collateral tracking and the need to footnote uninsured deposits** in financial statements if you are accustomed to these practices
- **Support your community** by keeping the full amount of your deposit local to support local lending¹



Contact us to get started.

Douglas W. McPherson

Vice President, Private Banking Officer
863-333-5674

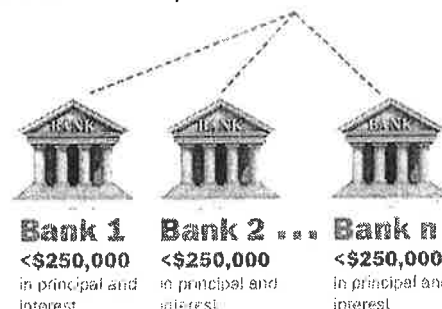


How Does ICS Work?

Our bank is a member of a special network, the ICS Network. When our bank places your funds using ICS, your deposit is sent from your transaction account at our bank into deposit accounts at other ICS Network banks in amounts below \$250,000, the standard FDIC insurance maximum. As a result, you can access FDIC insurance coverage from many institutions while working directly with just us.



Sign the agreements, use an existing checking or other transaction account (or set one up), and deposit your funds. (If you choose both the savings and demand options, you will need to have a separate transaction account for each.)



Deposits are sent to demand deposit accounts or money market deposit accounts at other ICS Network banks in amounts under the standard FDIC insurance maximum of \$250,000. (You still receive just one regular statement from us.)

What Else Do You Need to Know?

You receive a regular monthly statement from us showing your ICS balances and other key information. And you can check your ICS balances and track other important information of interest to you online, 24/7. Your confidential information remains protected.

^[1] When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the ICS Network, we can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. With a depositor's consent, we may choose to receive fee income instead of deposits from other banks in the ICS Network. Under these circumstances, deposited funds would not be available for local lending.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the CDARS-ICS Participating Institution Agreement and applicable Deposit Placement Agreement ("DPA"). Limits apply, and customer eligibility criteria may apply. In the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and Bank Safe, Bank Smart are registered service marks of Promontory Interfinancial Network, LLC.



BANKING SERVICES
FOR
THE TOWN OF LAKE HAMILTON, FLORIDA
REQUEST FOR PROPOSALS
Banking Services: RFP No. Fin: 2023-01

Town of Lake Hamilton
100 Smith Ave.
Lake Hamilton, FL 33851
863 439-1910
863 439-1421 fax

Due Date: 8/21/2023

NOTICE TO PROPOSERS

The Town of Lake Hamilton, Florida, pursuant to the policies and procedures of the Town of Lake Hamilton is currently accepting **Proposals for Banking Services**. The successful respondent will enter into a three-year service contract with options to renew for additional three (3) year periods.

FINANCIAL INSTITUTIONS who are interested in providing this service may obtain a Request for Proposal www.townoflakehamilton.com or in person at Town of Lake Hamilton, 100 Smith Ave., Lake Hamilton, Florida 33851 between the hours of 8 a.m. and 5 p.m., Monday through Friday. **Sealed proposals must be received by the Town of Lake Hamilton no later than 2 p.m. E.S.T., September 13, 2023**, at which time they will be opened for the record.

The Town reserves the right to reject any or all proposals, in whole or in part, to waive minor defects in the process, to request additional information from proposing financial institutions, to solicit comparable information on such services from all other banks responding to this request for proposal, and to accept the proposal deemed by the Town to be in the Town's best interest.

Brittney Sandoval Soto
Town Clerk

**TOWN OF LAKE HAMILTON,
FLORIDA
Banking Services: RFP No. Fin: 2023-01**

I. PURPOSE: The purpose of this Request for Proposal (RFP) is to provide the Town of Lake Hamilton with a way to determine the highest qualified banking institution which, in the Town's opinion, is best suited to undertake banking services required by the Town. Factors such as capability, experience, location, and the ability to work within established time and budget constraints will be used in the selection process.

Currently the Town is requesting proposals for banking services from any bank organized and existing under the laws of the State of Florida. This institution must be certified by the State of Florida, Bureau of Collateral Securities, Division of Treasury as a qualified Public Depository and have an office or principal branch within Lake Hamilton, Florida. The intent of this proposal process is to select one financial institution to provide the banking services as specified in this proposal document.

The RFP indicates the number of transactions anticipated; and although this is the Town's best estimate of volume, the Town makes no guarantee regarding volume, and nothing contained herein or in any supporting documents shall be construed to guarantee either minimum or maximum volumes.

II. SCOPE OF WORK:

1. ***Pooled Cash Account:*** Establish a pooled cash account for the Town. The Town's general operating account covers a variety of activities. Daily deposits will be made by town employees. Upon verification of the deposit, duplicate deposit slips are validated by the bank and returned to the Town. This is an interest-bearing account. In its response, the bank should specify the interest rate on such account or how the rate is to be determined.

The Town currently has sixteen separate cash accounts that will be combined into one pooled cash account (or "Portfolio" or "Parent") as a result of this RFP process. In its response, the bank should discuss how it might assist the Town in creating a pooled account and any or other sub-accounts that would be used to provide service for the Town's separate functions. Accounts that will be combined into pooled cash include but may not be limited to: General Operating Checking, restricted accounts for Impact Fees, Trust Accounts (also restricted), Reserve Accounts, Utility Deposit account, and a Contingency/Reserve account.

2. ***Wire and Electronic Funds Transfers:*** The bank will be required to accept or send wire and electronic funds transfers. The bank should clarify, in writing, the method and policy of handling transfers including cut-off times. The bank will be required to accept verbal and internet requests from an established list of authorized Town personnel for the execution of transfers of Town funds.
3. ***Stop Payments:*** The bank should have the capability of receiving stop payment orders via the bank's web-based internet site from authorized Town personnel with access to all Town accounts.
4. ***Returned Items:*** Checks from customers of the Town which have non-sufficient funds should automatically be resubmitted for payment the next banking day before being returned to the Town as an NSF check.

5. **Overdrafts:** The Town does not intentionally overdraw accounts. If, however, an account is overdrawn, the bank must honor all checks presented. No Town issued check is to be returned unless payment was stopped.
6. **Bank Statements:** Monthly bank statements ending on the last day of each month will be provided for all Town accounts. Statements must be received by the Town's Finance Department within five working days following the end of the month. The bank will submit with the statement a printed list of the cleared checks in check number order, identifying the check number, the check amount, and the date each check cleared the bank. Breaks should be obvious where checks in numeric sequence are missing. Digital images of all the canceled checks sorted in numerical order must be included with the statement.
7. **ACH Services:** The bank must be both a sending and receiving bank on the Automated Clearing House (ACH) system. The bank should have the capability of receiving ACH files electronically from authorized Town personnel. The Town utilizes a direct deposit payroll system for all of its employees. The bank must have the capability of processing this payroll file electronically with deposits going to the employees' bank accounts at the financial institutions of their choice.
8. **Cost of Services:** It is the intent of the Town to obtain the most cost-effective and efficient services. Banking services and documents not detailed on the proposal form will be provided to the Town at no cost. The Town will provide endorsement stamps and the checks for the General Operating Account. The Town will also provide bank deposit slips. The bank shall provide other banking supplies such as security bank bags and coin wrappers. The bank will prepare a monthly detailed analysis of the cost of services and shall have the authority to debit the General Operating Account on a monthly basis for the total combined service charge. In its response, the bank may specify other services it can provide with a brief description and anticipated cost of these optional services.
9. **Credit Card/Purchase Card:** The bank will provide a credit card/purchase card with the banking services. There shall be no annual fee for this service. The Town will pay the balance in full on a monthly basis. There are currently 7 individuals with Town credit cards with a \$5,000 credit limit each with total overall limit of \$35,000. No cards reach or exceed the available credit limit and our total monthly average charges are between \$7,000 and \$16,000 monthly.
10. **Disaster Recovery:** The bank shall provide information regarding their disaster recovery plan including specific plans related to servicing the Town in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted service.
11. **Employee Benefit Package:** To facilitate the Town's employee direct deposit payroll, the bank shall upon request provide employees a checking and/or savings account for direct deposits with no minimum balance requirement and no maintenance fees.
12. **Web-based Internet Access:** The bank must have an established web-based internet site to allow authorized Town personnel access to all Town accounts. The Town anticipates utilizing internet-based banking. The bank should include a listing of the services and advantages it offers regarding internet banking. Banking via the bank's web site shall include access to account activity and balances.

13. **Continuous Services:** The bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic service will be just cause for cancellation of the Agreement by the Town. The Town requires that the bank designate one of its officers to act as a liaison with the Town, at no cost, for matters regarding the Town's account. The Town shall have the right to approve the person so designated or their successor liaison. Should the Town object to the person so designated, the bank will replace them with a qualified person, acceptable to the Town, forthwith.
14. **Access to Records:** From time to time, authorized Town representatives shall require copies of items included in deposits made by the Town to resolve balancing issues or disputes with utility customers. Such items will be provided to the Town immediately upon request. The bank should include in its response the time to provide and cost.
15. **Holiday Closings:** A holiday schedule should be provided.
16. **Lock Box:** The Town may during the contract term change its utility billing format to take advantage of a lock box. The bank should clarify, in writing, the method and policy of handling such accounts. Any equipment or software required to utilize this method should be defined within your submittals. Include the fees for such software and the fee for processing of these transactions.
17. **Cashing Petty Cash Checks:** The bank will cash petty cash checks at no charge to the Town or employee cashing the check. Such checks will be identified as such. The bank will require that the employee present a current city issued identification card to cash such checks.
18. **Optional Banking Services:** As the Town continually seeks to improve operations and cash management, it will look to its bank for creativity, expertise, and flexibility. The bank may, in addition to the Required Banking Services, submit optional proposals, such as deposit pick-up services or other services which the bank or the Town feels would be in the best interest of the Town.
19. **Electronic Deposit:** The Town would like to utilize electronic deposit via RDC so that checks received are scanned and submitted to the bank once or twice a day. The Town's account is immediately credited with these check amounts. The Bank should include this service in the quote provided.

III. ADDITIONAL INFORMATION TO ASSIST PROPOSERS

1. **Daily Balance:** Currently, the average daily balance fluctuates between \$800,000 and \$1.1 million and the average monthly balance is approximately \$700,000. However, this may be subject to change as a result of future investment activity.
2. **Deposits:**
 - i. **Daily Deposits:** Deposits are made daily Monday through Friday excluding holidays, and total approximately \$245,000 per month in checks and cash. Requests for change are frequently included with the deposits.

- ii. **ACH:** Deposits from ACH transactions are approximately \$191,000 per month with an average of 10 items.
- iii. **Credit Card Deposits:** Credit card deposits are made twice daily and total approximately \$68,000 per month.

3. Withdrawals:

- i. **Checks:** The Town issues approximately 65 checks for an average of \$600,000 per month.
- ii. **Returned Checks:** Approximately 2 checks and 2 ACH payments are charged back each month as a result of insufficient funds.
- iii. **EFT:** The Town initiates approximately 60 EFT transactions via the internet for payment of items such as recurring expenses, payroll taxes and other related payroll expenses per month for an average \$65,000.
- iv. **ACH:** The Town transmits a file every other week for direct deposit of payroll via our payroll provider. Each file is approximately 28 records for an average total of \$50,000 with a separate file for payroll tax with an average of \$12,000. The direct deposit files are transmitted to the bank every other Tuesday and is available to the employees' financial institutions by Thursday morning. These days are adjusted accordingly for holidays.

- IV. PROPOSAL REQUIREMENTS:** Proposals must be submitted, with an original and five (5) copies, in a sealed envelope clearly marked with the name of the bank, **"SEALED PROPOSAL: Banking Services RFP No. Fin: 2023-01"**. In addition, the Town requires a PDF copy of all responses to be submitted on a flash drive. Proposals not including the outlined information will be deemed non-responsive and excluded from consideration.

Delivery by the specified date and time is the sole responsibility of the proposer. Any addendums to this RFP or the required delivery method or time will be posted to the Town's website.

- 1. **Title Page:** Bank's name, the name, address and telephone number of the contact person and the date of the proposal.
- 2. **Table of Contents:** A table of contents including page references.
- 3. **Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the bank believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for one hundred eighty (180) days. The signer must have the authority to bind the proposer to the submitted proposal and must include a declaration of that authority in the letter of transmittal.
- 4. **Profile of the Proposer**
 - i. A bank submitting a proposal must be:
 - 1. A Federal or Florida chartered bank or Savings and Loan Association with a branch located in Polk County, Florida.
 - 2. A member of the Federal Reserve System.
 - 3. A Qualified Public Depository in conformity with the Florida Security for Public Deposits Act (Chapter 280 Florida Statutes).

- ii. The proposer must submit a summary of the institution's financial resources including the audited financial statements and annual reports of bank and holding company, if any, for the last two years.
- iii. Proposer must identify the Town's primary customer support contact and describe the bank's customer support network including other personnel assigned to the Town's account (technical support, client analysis team member, security issue contact, etc.). Please indicate availability of customer support personnel.
- iv. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient services to the Town. The Town reserves the right before recommending any award to inspect the facilities, organization, and financial condition or to take any other action necessary to determine the ability to perform in accordance with specifications, terms, and conditions.
- v. Proposer must complete and submit the Banking Services Proposal Summary.
- vi. The proposer may submit any other information the proposer believes relevant to the selection of a depository financial institution.
- vii. Other – Promotional material may be included as supplemental information; however, it will not be considered as a substitute for the proposal.

V. EVALUATION OF PROPOSALS:

1. Each respondent is expected to provide in the same numerical format, as part of its proposal, information to allow review and consideration. Proposals will be evaluated in accordance with the following criteria:
 - i. Completeness of the proposal and ability to provide the type and quality of services requested within acceptable time frames, and accessibility to branches and services (0 – 30)
 - ii. Cost of services and investment earnings rate (0 – 25)
 - iii. Financial condition, stability of current conditions, and track record of effective management decisions (including references provided) (0 – 20)
 - iv. Prior experience in providing banking services to governments including organizational structure available to service the Town. Communication and interpersonal skills with the ability to be responsive on an ongoing basis (0 – 15)
 - v. Other financial services available (0 – 10)

VI. PRESENTATION: The proposer, if selected for inclusion on a short list, may be required to make a brief (5 to 10 minute) oral presentation to the Selection Committee. The proposer should be prepared to answer all questions and discuss, at least, the following issues during the presentation/interview:

1. The bank's ability to furnish the requested services.
2. The bank's qualifications, including the qualifications/abilities of professional, in-house personnel (Primary contact person should be identified as part of this requirement).

3. A demonstrated understanding of municipal requirements as they are related to the financial and management operations of a local government; and
4. Related issues as may be posed by the Selection Committee or Finance Director.

VII. SUBMITTAL REQUIREMENTS: Proposals shall be submitted as follows:

1. The Proposal Summary Form of this RFP shall precede the required information presented in the order in which it is outlined in **Section IV. Proposal Requirements**. Any additional information submitted in support of the proposal shall follow the required information.
2. Each proposal shall contain evidence of proper licensing to perform required services in the State, County and City.
3. Each proposal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Sections 287.132-133, providing that no public entity shall accept any bid from or award any contract to or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
4. Each proposal shall include a signed Responder's Certification (attached to this RFP).
5. Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the RFP submittal the name of any officer, director or agent who is also a public officer or an employee of the Town of Lake Hamilton. Further, all proposers must disclose the name of any Town officer or employee who owns, directly or indirectly, an interest of five percent or more in the proposing firm.
6. Banking Institutions submitting proposals as a joint venture shall submit to the Town, as part of proposals, a copy of any joint venture agreement.
7. Preference may be given by the Town of Lake Hamilton to institutions demonstrating a drug-free workplace program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the Town. Proposers intending to demonstrate a drug-free workplace program shall provide a certification form with the RFP submittal.
8. An original and five (5) copies of the proposal shall be submitted in a **sealed envelope clearly marked "SEALED PROPOSAL: Banking Services: RFP No. Fin: 2023-01."**
9. **Sealed proposals** must be received by the Town of Lake Hamilton at the following address no later than **2:00 p.m. E.S.T. September 13, 2023.**

MAILING AND HAND-DELIVERED ADDRESS

Town of Lake Hamilton
ATTN: Town Clerk
100 Smith Avenue
P.O. Box 126
Lake Hamilton, Florida 33851

10. Questions and requests for additional information or for clarification **must be** submitted in **writing** no later than **September 6, 2023 at 5:00 pm** to:

Angela Pettus
Finance Director
finance@townoflakehamilton.com

**ALL RESPONDENTS SHALL PROVIDE AN E-MAIL ADDRESS AND CONTACT
 SO THAT ANY CLARIFICATIONS MAY BE SHARED.**

VIII. GENERAL CONDITIONS:

1. Only those proposals fulfilling all the requirements outlined on this solicitation will be considered. During the RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.
2. The Selection Committee will evaluate the proposals from the submission and may ask questions of a clarifying nature, if necessary. The Selection Committee will evaluate each proposal submitted based on all submittals received and recommend the best proposal to the Town Council for award of contract. During the RFP review process, respondents should have no communication with the Lake Hamilton elected officials or Town staff.
3. The proposal, as submitted, will be considered the final submission. The proposal shall remain binding one hundred eighty (180) calendar days. The successful respondent will enter into a three-year service contract with annual options to renew for additional three (3) year periods. This invitation for proposal shall be included and incorporated in the final contract. When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and the approval of the Town Council of Lake Hamilton. The Town of Lake Hamilton's performance and obligation to pay for the purchase of services of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget appropriation approved by the Town Council of Lake Hamilton.
4. The Town reserves the right to reject any and all proposals and re-advertise, to waive minor defects in the process, to allow correction for obvious mistakes, and to accept the proposal deemed by the Town to be in the Town's best interest. All issues addressed in the Request for Proposals will be given consideration in determining the successful proposer. **The Town may make a determination that it is in the Town's best interest to conduct additional discussions or request additional information from those proposers deemed qualified for any short list.**
5. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
6. The Town reserves the right to terminate this contract if the bank changes ownership, is taken over by FDIC, or experiences any other re-organization that may be detrimental to the Town of Lake Hamilton. Additionally, the contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed

termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The Bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract.

7. The Town of Lake Hamilton cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the Town of Lake Hamilton in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

8. Any purchase order or contract issued pursuant to an RFP and the monies which may become due thereunder are not assignable except with the prior written approval of the Town Administrator or Town Council, whichever authorized the purchase order or contract.

The vendor shall hold and save the Town of Lake Hamilton, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the Town. The Town expressly reserves all rights, privileges and benefits of sovereign immunity.

9. The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.
10. The Town of Lake Hamilton shall give local bidders preference not to exceed five percent of all purchases under \$500,000, up to five percent for construction projects over \$500,000 and up to five percent for contracts under the Consultant's Competitive Negotiation Act. These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes.
11. No reimbursement will be made by the Town of Lake Hamilton for any costs incurred in the preparation of the proposal or presentation.
12. The Town, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the Town shall thereafter be released of all terms and other conditions.

BANKING SERVICES RFP SCHEDULE

RFP Notice..... August 23, 2023

**Last Day to Request
Additional Information September 6 , 2023**

Proposals Due..... September 13, 2023

**Presentations to
Selection Committee September 13, 2023**

**Anticipated Recommendation
To Commission..... October 3, 2023**

TOWN OF LAKE HAMILTON
Banking Services: RFP No. Fin: 2023-01
PROPOSAL SUMMARY FORM

Name of Bank: Citizens Bank + Trust

Address: 36250 Hwy 27

City & State: Haines City FL 33844 Zip Code: _____

Telephone: (863) 421-8484 Fax: (863)-421-6090

Federal Tax Identification Number 59-0193780

Name of Official Completing Proposal: Sherry B. Kelley

Title: SVP, Retail Adm.

1. Type of Bank (Federal or State Charter): State

2. Is your Bank a member of the Federal Depository Insurance Corp? Yes ☒ No _____

3. Is your Bank a member of the Federal Reserve System? Yes _____ No ☒

4. Deposits Federally insured up to: \$250,000 per depositor

5. Authorized Florida Public Depository? Yes ☒ No _____

6. Location of home office: Lake Wales

7. Hours of ~~Dade~~ Haines City branch: Lobby M-R 8³⁰-4 F 8³⁰-6
Drive thru M-R 8-5³⁰ F 8-6

8. Please attach a list that includes location and business hours for each branch. Is list attached?
 Yes ☒ No _____

9. List any local government agencies to which you have provided the type of services required herein:

Stacy Butterfield, Clerk of Courts Telephone: 863-534-4491

Town of Dundee Telephone: 863-438-8330

City of Davenport Telephone: 863-419-3300 X133

10. Please include a copy of your audited financial statements for the last two years. Are copies attached? Yes _____ No ☒ not publicly traded - see note in scope

11. Please provide a summary of any litigation filed against the respondent in the past three years which is related to the services that respondent provides in the regular course of business. Is list attached?
 Yes _____ No _____ N/A _____

12. **PRICING:** The proposer is required to complete the following pricing list which reflects the estimated requirements of the Town and will be the determining factor in evaluating the cost of services. Indicate N/C if there is no charge for an item. If the proposer wishes to incorporate additional service items, please use the blanks provided. Banking services not detailed will be provided to the Town at no cost.

Service	Monthly Fee	Per Item Fee
Account Maintenance		
ACH Transaction		
ACH File Processing		
ACH Return		
Check processing per item		
Deposits per deposit		
EFT deposits per deposit		
Internal Transfer		
Client Analysis (if any charge)		
Research Request		
Returned Item		
Stop Payment		
Wire Transfer In		
Wire Transfer Out		
Electronic Deposit		
Positive Pay		
Remote Deposit Capture – Machine Purchase/Lease		
Remote Deposit Capture		
Other:		

*Relationship pricing offered
All services included in
Scope of services with
\$500,000 minimum
target balance*

13. As an attachment to the **Banking Services Proposal Summary**, please provide details about the following:

- i. Describe the process by which the interest rate to be paid will be calculated and list the last six months applicable rates. Describe the process by which the interest will be applied to the General Operating Account. If applicable, indicate the minimum interest rate guaranteed.
- ii. Describe your EFT/wire transfer department, where it is located, what the normal cut-off time is for outgoing transfers, and your incoming notification process. List any other EFT fees not specifically covered under Pricing.
- iii. Describe the details of how your bank administers ACH services. Include the methods by which payroll direct deposit files can be received for deposits to employees' accounts, by which utility payment files can be processed for drafting our customer's accounts, and time frames for receiving and processing these files. Describe any limitations as far as participating financial institutions.

- iv. Describe what credit card/purchasing card services you may offer.
- v. Describe your disaster recovery plan to include specific plans related to servicing the Town in the event of a disaster. Provide information regarding your ability to provide uninterrupted service.
- vi. Describe your web-based services to include the ability to access account balances and activity, initiate stop payments, and transmit payroll and utility payment files. Describe the security features to include user identification and password maintenance. Include any other features that may be useful to the Town.
- vii. Describe the process and length of time required to obtain copies of a check, deposit ticket, and/or checks included in a deposit.
- viii. Provide a holiday schedule for the current year.
- ix. Describe your method and policy of handling lock box activity. Describe any equipment or software required and any associated costs.
- x. Describe your financial condition, stability of current conditions, and track record of effective management decisions. Indicate your rating as reported by a nationally recognized rating agency.
- xi. Include a sample of any service agreements your bank requires.
- xii. Include samples of a monthly bank statement and analysis statement.
- xiii. In addition to the services described proposals for optional services may be submitted for other services that the proposer feels may be of interest to the Town. Other services might include, for example, sweep accounts, positive pay services, purchasing cards, and municipal lending services.

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby agree if this proposal is accepted, to contract with the Town of Lake Hamilton, Florida to furnish any service requested herein and deliver the same to the Town of Lake Hamilton at the specified location.

The undersigned further declares that they have carefully examined the specifications and is thoroughly familiar with them and their provision(s). They further declare that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair without outside control, collusion, fraud, or otherwise illegal action.

Name & Title of Authorized Representative:

Sherry Kelley
(Printed)

(Signature)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO Town of Lake Hamilton
by Sherry B Kelley, SVP
(Print Individual's Name and Title)
for Citizens Bank + Trust
(Print Name of Entity Submitting Sworn Statement)
whose business is Banking and Financial Services
and (if applicable) its Federal Employer Identification Number (FEIN)
is 59-0193780

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

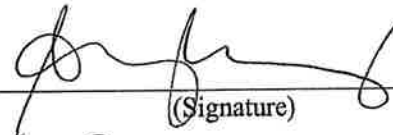
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

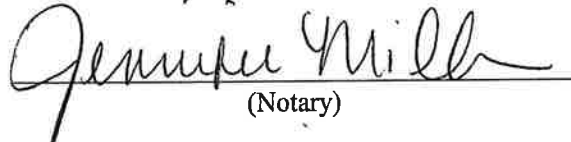
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

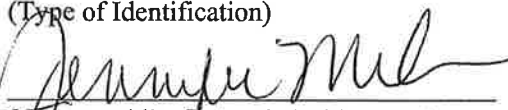

(Signature)

Sworn and subscribed before me this 13 day of September, 2023.

Personally known ☒


(Notary)

OR produced identification _____
(Type of Identification)


Notary Public, State of Florida
My Commission Expires: 8/28/26

Jennifer A. Miller
Notary Public, State of Florida
My Comm Expires August 28, 2026
Commission #HH286313

SEAL

DRUG-FREE WORKPLACE CERTIFICATION

- A. The below Financial Institution certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The employer's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (e) Notifying the town of Lake Hamilton, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted employees must provide notice, including position and title to: Finance Director, Town of Lake Hamilton, 100 Smith Ave., Lake Hamilton, FL 33851.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Financial Institution may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

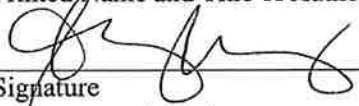
222 St Rd 60 East Lake Wales FL 33859
 36250 US Hwy 27 Haines City FL 33844

Check ☐ if there are workplaces on file that are not identified here.

As a duly authorized representative of the Financial Institution, I hereby certify that the Financial Institution will comply with the above certifications.

Citizens Bank + Trust
 Financial Institution

Sherry Kelley
 Printed Name and Title of Authorized Representative


 Signature

9/13/23
 Date

RESPONDER'S CERTIFICATION

I have carefully examined the Scope of Services, Proposal Requirements and General Conditions, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal at the prices, rates or discounts quoted in my response. I agree that my response will remain firm for a period of up to one hundred eighty days in order to allow the TOWN OF LAKE HAMILTON adequate time to evaluate the responses.

I agree to abide by all conditions of this response and understand that a background investigation may be conducted by the TOWN OF LAKE HAMILTON prior to award. I agree to abide by all Federal, State and local laws governing the provision of services included in this proposal.

I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the Responder and that the Responder is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without any prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response; no employee or agent of the TOWN OF LAKE HAMILTON or of any other Responder has any interest in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Sherry Kelley
Responder

[Signature]
Authorized Signature

SVP, Retail Adm.
Officer Title

9/13/23
Date



Town of Lake Hamilton

Town Council

Agenda Summary Report

TO: Mayor, Town Council, Town Attorney

FROM: Steven Hunnicutt, Town Administrator

AGENDA ITEM: Residential Waste Billing Rate Error

DATE: September 25, 2023

SUMMARY: Republic Services provides solid waste services to the Town of Lake Hamilton. During an internal audit, it was brought to the attention, that they were still billing the Town of Lake Hamilton the 2022 rate for the last 10 months, even though we have been collecting the new rate, pre the new contract.

The total incorrect billing due to Republic owed is \$5,779.80.

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain:

Average house count of 640 per month by \$0.90 home/delta, equals approximately \$575 month across 10 months equals the \$5,779.80.

RECOMMENDATION: Staff recommends approval of payment to Republic Services in the amount of \$5,779.80.

ATTACHEMENTS: (1) Letter from Republic Services

(2) Spread sheet showing house counts per month.



September 25, 2023

Town of Lake Hamilton
Steve Hunnicutt, Town Manager
100 Smith Ave.
Lake Hamilton, FL 33851

Dear Mr. Hunnicutt,

We recently went through an internal audit of our municipal contracts and were alerted to the Town of Lake Hamilton's residential rate billing incorrectly for the past 10 months that has totaled to \$5,779.80. The \$5,779.80 represents 10 months of incorrect billing. We billed the first month of the fiscal year correctly (October 2022), then the rates reverted to the old rates for the 10 months after that. Unfortunately, it was not caught until now.

- Average house count of 640 per month, multiplied by \$0.90/home delta, equals approximately \$575/month across 10 months is \$5,779.80.

We have billed September 2023 correctly. Therefore, 10 months of billing catch up is represented here. Our intention is to add this billing correction to September's invoice and all rates moving forward will be correct.

Republic Services takes pride in partnering with our counties and municipalities in the State of Florida and we thank you for your attention in this and for our continued partnership.

Sincerely,

A handwritten signature in blue ink that reads "Fulton Smith".

Fulton Smith
General Manager
Republic Services of Florida, Limited Partnership

DATE	HOUSE COUNT	OLD RATE 18.05	NEW RATE 18.95	DIFFERENCE
Nov 2022	646	11,660.30	12,241.70	581.40
Dec 2022	644	11,624.20	12,203.80	579.60
Jan 2023	646	11,660.30	12,241.70	581.40
Feb 2023	643	11,606.15	12,184.85	578.70
Mar 2023	632	11,407.60	11,976.40	568.80
Apr 2023	639	11,533.95	12,109.05	575.10
May 2023	642	11,642.25	12,165.90	577.80
June 2023	643	11,606.15	12,184.85	578.70
July 2023	644	11,624.20	12,203.80	579.60
Aug 2023	643	11.6006.15	12,184.85	578.70
				<u>5,779.80</u>



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Mayor, Town Council, Town Attorney

FROM: Steven Hunnicutt, Town Administrator

AGENDA ITEM: Ball Field Rental/1300 Detour Road

DATE: September 26, 2023

SUMMARY: Haines City Astros adult softball team, has approached the Town of Lake Hamilton, to use our field at 1300 Detour Rd. They are asking to occupy our field on Sundays, from 10am until around 3pm.

They were approved for only the Month of October, and paid \$50 per day for usage. They were also advised to list the Town of Lake Hamilton on a General Liability Insurance policy, as additional insured covering the Town under Accident & General Liability for \$2,000,000 each occurrence, and \$1,000,000 Participant Liability.

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒ If Yes, Please Explain:

RECOMMENDATION: Staff recommends the approval of the Haines City Astros adult softball team permission to use the field at 1900 Detour Road, on the detailed dates.

ATTACHEMENTS: (1) Field Rental Application (1) Insurance Verification (1) Scheduled of dates. (1) Outline of scheduled dates. (1) Receipt of the October dates paid up-front.

Date Received:

156
Application #:

Community Services

ATHLETIC RENTAL



Department

FIELD

APPLICATION

Your application shall be submitted no later than 30 (thirty) days prior to the activity

Thank you for selecting the Town of Lake Hamilton as the site for your activity. The information requested in this application will be used to determine your eligibility for a permit for use of a Town facility. Please note that your submission of your application should in no way be construed as final approval of your request; it is considered a request for a permit only. To issue a permit, all required documents, certificates of insurance, and permits must be obtained and submitted no later than 30 days prior to the activity.

All documentation including certificates of insurance, forms, and site plans must accompany this signed application and submitted to:

Town of Lake Hamilton
Department of Community and Leisure Services
100 Smith Avenue
Lake Hamilton, FL 33851

Questions? Please contact Mr. Steve Hunnicutt
via email at shunnicutt@townoflakehamilton.com

Applicant will receive notice by way of email or mail that the facility use permit has been approved. Once applicant is notified of approval, all applicable fees must be paid by money order or by check (to the Town of Lake Hamilton) fourteen (14) business days prior to the date of the rental.

1

CONTACT INFORMATION

1) Name of Person/Entity seeking the Permit:

Haines City Astros Softball team

☐

For Profit Organization

☐

Non-Profit Organization Tax Exempt #

N/A

☐

Private Party

2) Contact Information for Entity/Person:

☐

1813 Benoit terr

Street Address

Davenport

FL

33837

City

State

Zip

Phone #:

917-604-2987

Fax #:

Contact Name:

Antonio Guzman

Contact Email:

AGuzman1998@aol.com

Cellular Phone Number:

917-604-2987

Phone #:

ATHLETIC FIELD RENTAL INFORMATION, CONTINUED4) Name of Activity: Travel Team Softball

5) What type of activity is this?

- ☐ Tournament
 ☐ Private Party
 ☐ Fundraiser
 ☐ Religious
☐ Community Event
 ☒ Travel Team
 ☐ School Team
 ☐ Other _____

6) Description of Activity:

Softball7) Will this activity be open to the public? ☒ Yes ☐ No8) Is there a fee to participate in this activity or to attend? ☐ Yes ☒ No

If yes, please state the fee: \$ _____

9) Estimated Participation: _____ # of Teams: _____

Number of Spectators: N/A**10) ENTERTAINMENT/AMPLIFIED SOUND**Will there be amplified music, a DJ, live music or sound? ☐ Yes ☒ NoIf yes, what type of equipment will be used? ☐ DJ* ☐ Live Music* ☐ Portable radio/playerName of DJ/Live Music Performer: N/A

*DJ and Live Music Performer must hold liability insurance of \$1,000,000 or greater per occurrence. Please attach the Certificate of Insurance naming the Town of Lake Hamilton (100 Smith Ave, Lake Hamilton, FL 33851) as the Certificate Holder and listing the Town of Lake Hamilton).

11) FOOD/BEVERAGESWill food or beverages be served*? ☐ Yes ☒ No

*The consumption of alcoholic beverages is strictly prohibited by those directing, participating in, or spectators of any athletic events.

Will these be sold or given away? ☐ Sold ☐ Given AwayWill there be a caterer*? ☐ Yes ☐ No Name of Caterer: N/A

*If requesting to use a caterer, a special event permit application must be filled out and attached to this application. Caterer must hold liability insurance of \$1,000,000 or greater per occurrence. Please attach the Certificate of Insurance naming the Town of Lake Hamilton (100 Smith Ave, Lake Hamilton, FL 33851) as the Certificate Holder and listing the Town of Lake Hamilton). Caterer must also provide a copy of permit is required.

Are you requesting to operate a concession stand or to have a concession stand open? NONE

- ☐ Concession Stand Open
 ☐ Operate Concession Stand (Royal Oaks Park Only)

12) TENTSAre you planning on setting up tents*? ☐ Yes ☐ NoIf so, how many? NONE

*Only tent sizes 10' x 10' will be permitted under this application. If requesting tent sizes over 10' x 10, a special event permit application must be filled out and attached to this application. A building permit will also be required.

CONTACT INFORMATION, CONTINUED

158

3) Contact Information for Persons who will be on-site during athletic field rental:

Name: ANTONIO GUZMAN Cell Phone: 917-604-2987

Name: _____ Cell Phone: _____

4) Please list any sponsors of the activity:

Name of Sponsor: NONE Phone # _____

Street Address _____

City _____ State _____ Zip _____

Name of Sponsor: _____ Phone # _____

Street Address _____

City _____ State _____ Zip _____

2

ATHLETIC FIELD RENTAL INFORMATION

1) Date requested: 10/1/2023 — For the Next 6 months

2) Start time: 10:00Am

End time: 3:00Pm

3) Which park and what type of field are you requesting (please see below for athletic field fee schedule)?

☒ **Detour Road Park (1300 Detour Road):**

☐ Soccer Field

☐ Football Field

☐ **Bruce Smith Park (0 smith Ave):**

☒ Softball Field

☐ Baseball Field

☐ Football Field

☐ Soccer Field

Please see next page for athletic fee schedule

3

FEE WAIVER REQUEST

Fee waivers are limited to the waiver of one event per year per organization and are granted only for:

- Activities that benefit the Town of Lake Hamilton community
- 501 (c)(3) Not-for-Profit Organizations that do not have existing facility use agreements with the Town
- Lake Hamilton Based Organizations
- Town Co-Sponsored Events

☐ Yes, I am requesting a fee waiver for this activity.

If requesting a fee waiver, please attach the following documentation to this application:

- Proof of 501 (c)(3) status if applicable
- A signed and notarized statement certifying that all volunteers and organizers have passed a level 1 background check in accordance with the Town of Lake Hamilton (background check attached).

4

CHECKLIST

Have you....

- Filled out all applicable questions? ☐
- Attached requested plans and diagrams? ☐
- Attached all applicable certificates of insurance and necessary permits? ☐
- Attached a special event permit if requesting to have a caterer? ☐
- Read and understood the Park Rules and Regulations and the Rules and Regulations relating to Athletic Field Rentals (see back page)? ☐
- Read and understood the fee schedule for use of the fields? ☐
- Signed the waiver of indemnification? ☐

5

INDEMNIFICATION

For and in consideration of the Town of Lake Hamilton consent to allow the Applicant to hold an activity within the facilities or parks of the Town of Lake Hamilton, the Applicant agrees as follows:

The Applicant jointly and severally, hereby hold harmless, indemnify and defend the Town of Lake Hamilton, its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses, or demands (including, without limitation, suits, actions, claims, costs, expenses, or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts, or omissions on the part of the Applicant or any of the participants of the activity outlined in this application. This indemnification shall survive the termination of the activity and Athletic Field Rental Application and shall be in full force and effect beyond the term or termination of this Athletic Field Rental Application, however terminated. This indemnification provision includes claims made by the entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity of section 768.28, Florida Statutes.

☒ I have read in its entirety and I agree to the Athletic Field Rental Rules and Regulations listed on the next page. I have received a copy for my reference.

Signature of Application or Authorized Agent: [Signature] Date: 09 / 13 / 2023

Printed Name: Antonio Guzman Title: Mr.

Street Address: 1813 Benoit Terr City: Davenport State: FL

Zip: 33837 Phone #: 917-604-2987

ATHLETIC FIELD RENTAL INFORMATION, CONTINUED**13) SECURITY/POLICE**Plans for security/licensed emergency medical services, if any: NONEIf you are hiring a security company, please provide company name, phone number, and on-site contact number: NONE

*Please attach license of company. Security Company must be unarmed. Security Company must hold liability insurance of \$1,000,000 or greater per occurrence. Please attach the Certificate of Insurance naming the Town of Lake Hamilton (100 Smith Ave, Lake Hamilton, FL 33851)

14) PARKING

Plans for handling parking and traffic in the area, if any. Please attach parking plan and diagram:

Are you hiring a company to assist in parking/traffic control*? ☐ Yes ☒ No

If yes, please provide the name and contact information of company:

Name: NONE Phone Number: _____

*A certificate of insurance with no less than \$1,000,000 liability per occurrence and a copy of the company's license is required. Please attach both. The certificate of insurance should name the Town of Lake Hamilton (100 Smith Ave., Lake Hamilton, FL 33851)

Number of Parking Attendants: N/A

*The Town of Lake Hamilton will determine the number of police needed for the safety of participants and spectators.

15) BOUNCE HOUSES/AMUSEMENTSAre you requesting a bounce house or other amusement*? ☐ Yes ☒ No

If yes, how many? _____ Name of vendor providing amusement: _____

Address and phone number of vendor providing amusement: _____

*The amusement vendor must carry a liability insurance coverage of no less than \$500,000 per occurrence. Please attach a certificate of insurance naming the Town of Lake Hamilton (100 Smith Ave., Lake Hamilton, FL 33851).

16) INSURANCE INFORMATION

Individual residents are not required to provide a certificate of insurance. If an organization or business, please attach a current certificate of insurance. The Town of Lake Hamilton requires that all organizations or businesses carry a general liability limit of no less than \$1,000,000 per occurrence. The certificate of insurance must name the Town of Lake Hamilton (100 Smith Ave., Lake Hamilton, FL 33851).

Coverage: 2,000,000 General LiabilityInsurance Company: Nationwide Life Insurance CompanyAgent: Sadler Sports Agent's Phone Number 1800-622-7370

Sadler Sports: SODA

SODA Amateur Sports Membership Insurance Program Verification of Coverage

Application Receipt Date / Time: 04/20/2023 01:22:13 PM - entered by Customer

I. GENERAL INFORMATION

Application Status: Sold
Specific Legal Name of Sports Organization: Haines City Astros Softball Team
TAM Code: 68748
SODA Club ID: 85593
Form of Business: Not for Profit
Client type: renewal
Contact's Name: Antonio Guzman
Primary Mailing Address: 1813 Benoit Ter
Address 2:
City: Davenport
State: FL
Postal / Zip Code: 33738
Primary Phone: (917) 604-2987
Email Address: aguzman1998@aol.com
Alternate Contact Name:
Alternate Phone:
Alternate Email:
Do your Facility Owners Require a Certificate Of Insurance? Yes
Organization Affiliation: no affiliation
Have you had a General Liability claim of any type greater than \$25,000 over the past three years? No
If yes, please provide details on the approximate date the claim was reported to the insurance carrier, the approximate amount paid by the insurance carrier for expenses/ settlement/ jury verdict, a brief description of the circumstances of the claim, and what steps have been taken to reduce the chances of another similar claim:

TOTAL: \$178.19

II. ACCIDENT INSURANCE

Nationwide Life Insurance Company
Policy Number PHSA- BAM-10089- C.85593
Effective Date 12:01AM ET 04/25/2023
Expiration Date 12:01AM ET 04/25/2024

Plan: Full Excess Since this policy contains an EXCESS MEDICAL BENEFIT, YOU MUST FIRST FILE THE CLAIM WITH YOUR EXISTING INSURANCE PLANS (including major medical) before we may determine what payments, if any, we owe. Note: If your family carrier is an HMO or PPO, you must always follow their rules for obtaining benefits

COVERAGE EFFECTIVE DATE: Coverage starts January 01, 2023 or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and contains as outlined under the Accident Plan Description but in no event later than December 31, 2023.

Coverage Type	Accident & General Liability
Limits	(Adult Team Accident As Part of Package: \$100,000 Excess Medical; \$10,000 Accidental Death or Dismemberment; \$500 per claim deductible; Physical Therapy & Chiropractic Visits - 5 Visits Maximum @ \$50 Per Visit; Hospitalization - Inpatient & Outpatient - \$1,000 Maximum; Surgeon's Benefits - \$2,500 Maximum; Anesthesia And Assistant Surgeon - Maximum of 25% Surgeon's Benefits; Emergency Room - \$500 Maximum; Physician Visits - \$50 Maximum Per Visit)

Coverage Information

Sports Organization: Team(s) - Adult
Sports Selected:

- Softball - 1 Team(s) - [Maximum 20 players per team]

Names:

- Softball Teams: Haines City ASTROS

III. GENERAL LIABILITY INSURANCE

Policy Number OVE-0000286-00
Effective Date 12:01AM ET 04/25/2023
Expiration Date 12:01AM ET 04/25/2024

COVERAGE EFFECTIVE DATE: Coverage starts January 01, 2023 or the date on which this electronic Form and premium payment are received by Sadler & Company, Inc., whichever is later, and contains as outlined under the Accident Plan Description but in no event later than December 31, 2023.

Coverage Type	Accident & General Liability
Limits	(Adult Team General Liability as Part of Package: \$2,000,000 Each Occurrence; \$1,000,000 Participant Legal Liability Sublimit; \$1,000,000 Neurodegenerative Sublimit; Waiver/ Release Recommended)

Coverage Information

Sports Organization: Team(s) - Adult

Sports Selected:

- Softball - 1 Team(s) - [Maximum 20 players per team]

Names:

- **Softball Teams:** Haines City ASTROS

IV. CERTIFICATES OF INSURANCE

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

LIST OF PREVIOUSLY ADDED FACILITY OWNERS AND SPONSORS	Action
Town Of Lake Hamilton - Sports Governing Body 1300 Detour Rd -- Lake Hamilton , FL 33851 approval status: Approved	-

V. ADDITIONAL COVERAGES

The following additional coverages were offered under this policy and will notate if accepted. If the coverage will expire on the same date as the general liability policy, regardless of the date of coverage was applied. If at any time during the policy period you wish to purchase these coverages, [Download Application Here](#).

Non- Owned & Hired Auto Liability - NOT APPLIED FOR

Sexual Abuse & Molestation - NOT APPLIED FOR

Directors & Officers Liability - NOT APPLIED FOR

Crime Insurance - NOT APPLIED FOR

Equipment Coverage - NOT APPLIED FOR

Summary of Declined Additional Coverages

V. POLICY PERIOD CHANGES

This enrollment provided the option for the organization to select General Liability, Excess Accident, Directors & Officers, Crime and Equipment. However, Sadler offers other types of insurance policies that are not available on this online enrollment such as Workers' Compensation, Excess Liability, Property (building and contents), Event Cancellation, Cyber Risk, Business Auto, Professional Liability, etc. If you are interested in a quote for these other types of policies, you will need to inform Sadler in writing, sport3@sadlersports.com.

Sadler & Company, Inc. * P.O. Box 5866 * Columbia, SC 29250-5866
Phone: 1-800-622-7370 * Fax: (803) 256-4017 * Email: soda@sadlersports.com



List of Sundays for the rest of 2023

1. Sunday, October 1st, 2023 (10/1/23)
2. Sunday, October 8th, 2023 (10/8/23)
3. Sunday, October 15th, 2023 (10/15/23)
4. Sunday, October 22nd, 2023 (10/22/23)
5. Sunday, October 29th, 2023 (10/29/23)
6. Sunday, November 5th, 2023 (11/5/23)
7. Sunday, November 12th, 2023 (11/12/23)
8. Sunday, November 19th, 2023 (11/19/23)
9. Sunday, December 3rd, 2023 (12/3/23)
10. Sunday, December 10th, 2023 (12/10/23)
11. Sunday, December 17th, 2023 (12/17/23)



List of Sundays for the next 6 Months

1. Sunday, November 5th, 2023 (11/5/23)
2. Sunday, November 12th, 2023 (11/12/23)
3. Sunday, November 19th, 2023 (11/19/23)
4. Sunday, November 26th, 2023 (11/26/23)
5. Sunday, December 3rd, 2023 (12/3/23)
6. Sunday, December 10th, 2023 (12/10/23)
7. Sunday, December 17th, 2023 (12/17/23)
8. Sunday, December 24th, 2023 (12/24/23)
9. Sunday, December 31st, 2023 (12/31/23)
10. Sunday, January 7th, 2024 (1/7/24)
11. Sunday, January 14th, 2024 (1/14/24)
12. Sunday, January 21st, 2024 (1/21/24)
13. Sunday, January 28th, 2024 (1/28/24)
14. Sunday, February 4th, 2024 (2/4/24)
15. Sunday, February 11th, 2024 (2/11/24)
16. Sunday, February 18th, 2024 (2/18/24)
17. Sunday, February 25th, 2024 (2/25/24)
18. Sunday, March 3rd, 2024 (3/3/24)
19. Sunday, March 10th, 2024 (3/10/24)
20. Sunday, March 17th, 2024 (3/17/24)
21. Sunday, March 24th, 2024 (3/24/24)
22. Sunday, March 31st, 2024 (3/31/24)
23. Sunday, April 7th, 2024 (4/7/24)
24. Sunday, April 14th, 2024 (4/14/24)
25. Sunday, April 21st, 2024 (4/21/24)
26. Sunday, April 28th, 2024 (4/28/24)

Printed: 09/26/2023 15:58:35 EDT

TRANSACTION SUMMARY

TRANSACTION TYPE: SALE

PAYMENT ITEM	PROJECT ADDRESS	AMOUNT
MuniciPAY* Service Fee - Town of Lake Hamilton, FL		\$6.38
Building Permits	GUZMAN-RECREATIONAL FEES MONTH OF OCTOBER	\$255.00
Total:		\$261.38

Transaction Number:	23269574910921594
Date Processed:	09/26/2023 15:58:33 EDT
Transaction Type:	CREDIT CARD
Card Type:	VISA - EMV-Chip
Card Number:	*****7840
Cardholder Name:	ANTONIA GUZMAN
AID:	A000000031010
AID Label:	VISA CREDIT

Town of Lake Hamilton - Permits

100 Smith Avenue
Lake Hamilton, FL 33851
(863) 439-1910

Authorization:	04872D
Reference Number:	2A96848001
Building Permits	\$255.00
Total:	\$255.00

I agree to pay above total amount according to the card issuer agreement.

Signature: _____

MuniciPAY* Service Fee - Town of Lake Hamilton, FL

10 Dynamic Drive
Suite 201
Scarborough, ME 04074
(877) 590-5097

Authorization:	04980D
Reference Number:	2A96848101
MuniciPAY* Service Fee - Town of Lake Hamilton, FL	\$6.38
Total:	\$6.38

I agree to pay above total amount according to the card issuer agreement & understand this non-refundable service fee will be charged to allow my payment via credit card.

Signature: _____

Thank you!

Paul through October 2023





Town of Lake Hamilton

Town Council

Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael W. Kehoe, Mayor

AGENDA ITEM: Evaluation of Town Clerk

DATE: October 3, 2023

SUMMARY: Per the Town Clerk's contract,

A. (2.2) Employee shall receive a cost-of-living increase based on the CPI annually every October 1st, beginning on October 1st, 2023, and throughout the term of this agreement. The Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted; standard reference base shall be used. Such cost-of-living increase shall be capped at 2.5% on any given year.

B. (2.3) In addition to 2.2 above, Council shall consider an annual merit pay adjustment to Employee's salary during the budget adoption process, as outlined in Chapter 3 of the Lake Hamilton Personnel Policies and Procedures, as amended from time to time. During this Agreement, if employee's wages are reduced, employee may treat such action as a termination of this Agreement by employer. Per Chapter 3, Section 3-4, all salary adjustments shall be based upon budgetary conditions as approved by the Town Council.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain: Only if the Annual Merit Pay adjustment exceeds the amount budgeted in the 2023/2024 Annual Budget by the Town Administrator.

RECOMMENDATION:

- A. Consumer Price Index for All Urban Consumers (CPI-U); is currently at 3.7%, Therefore the CPI is capped at 2.5% per the contract equaling a salary increase of \$ 1,768.00.
- B. The Town Clerks Annual Merit Pay adjustment to the Employee's salary shall be determined by the Town Council.

ATTACHMENTS: Copies of the Town Clerk's Evaluation's and score sheet has been provided to the Council Members prior to the meeting.

BUILDING AND PLANNING SERVICES MEETING SCHEDULE AND PROJECT REPORT
(As of 09-25-23)

NOTE: DATES PROVIDED ARE TARGET DATES AND MAY CHANGE DUE TO REVISIONS, RESUBMITTALS AND LEGAL REQUIREMENTS.

TC (Town Commission) – 1st Tuesday of Month (6:00 PM)

PC (Planning Commission) 2nd Wednesday of Month (10:00 AM)

TRB (Technical Review Board)

FR (First Reading), SR (Second Reading), SF (Single Family) ANNEX (Annexation)

Need to be advertised and distributed. **Need to be distributed.**

Oct 3rd, 2023 (CC Meeting) (Tuesday) (6:00 PM)

- 2nd Reading Ordinance 0-23-11 – Group 5 Comprehensive Plan Amendment
- 2nd Reading Ordinance 0-23-12 – Group 5 Rezone AG to PUD Planned Unit Development

Oct 3, 2023 (CC Meeting) (Tuesday) (6:00 PM)

- 1st Reading Ordinance 0-23-14 – Group 9 Detour Road – White Clay Future Annex

Advertised 9-20-23

Update Below as of 9-25-23 on the Status of the Subdivision being reviews:

- Weiberg 5 – Revised Preliminary Plat approved. Revised Construction Plans in review

DEVELOPMENT STATUS REPORT Below as of 9-25-23:

Residential Developments

Active Subdivisions

- Scenic Terrace – 744 Single Family Detached Phases 1,2, & 3. Home construction started in Phase 1 & 2
 - Phase 4 Revised Construction Plans approved
 - 152 Building Permits Processed 9-18-23
-

Proposed Subdivisions

- Hamilton Bluffs – 1131 Single Family Detached
 - Final Construction Plans approved. Additional Detour Road Plan in review. Site Plan Permit pending
- Feltrim Lakes – Construction Permit Pending – 170 Townhomes, 5 Retail/Commercial lots. Town endorsed DEP Permit returned to Dave Scmitt 9-13-23
- Weiberg 2 and 5 – Single Family Detached
 - Group 5 - 442 Single Family Detached. Group 5 Annex added to Weiberg 5. Revised Preliminary Plat approved. Revised Construction Plans in review.
 - Group 2 - 249 Single Family Detached

Certificate's of Occupancy issued in 2023: 13.

Code Enforcement Report

AUGUST AND SEPTEMBER 2023

TYPE	COUNT	YTD COUNT
New Cases	4	112
Inspections	85	453
Cases Closed	26	104
Magistrate Cases	95	41
Lien Searches –	10	10
Signs Removed	65	127

Lien Search Revenue	\$1,240.00
Lien Search Releases Revenue	\$53.00
Admin Fee Revenue	\$0
Utility Fee Revenue	\$350.00
Total Revenue	\$1643.00



Memorandum

To: Town Council

From: Public Works Director

Date: 9/26/2023

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

Sanitation: Normal Operations continue. The Claw truck had the annual DOT inspection.

Parks: Routine mowing and cleaning of bathrooms continue. Parks have been sprayed for weeds and pest control.

Streets: Normal operations continue.

Water: Water Plant operation is normal. Well seal repair on #1 is approved and awaiting the contractor to perform the job. Water meters are being installed in subdivisions at the rate of 30 homes a month.

Sewer: Normal Operations for the current collection system. Installation of septic to sewer continues with the gravity collection lines installation continuing. The wastewater plant is nearing start up and training. The new wastewater employee has resigned with no notice.

MISC: Wastewater treatment plant is approaching 95 percent completion. It is currently accepting wastewater and holding it in the first two tanks. A storage/ operations shed has been ordered for the wastewater plant.

Sincerely,

Patrick Henry

Public Works Director



Memorandum

To: Town Council

From: Town Clerk, Brittney Sandoval, CMC

Date: September 29, 2023

Subject: Monthly Update.

-
- The RLC dinner this month will be held on October 12, 2023, at the Nora Mayo Hall in Winter Haven. Please RSVP on or before the 3rd of October to confirm attendance. They are also requesting people bring in new unwrapped toys to the event. Toys for Tots will have donation bins up.
 - Councilmember Wagner and I attended the FLC Municipal Administration Committee and will be attending the next meeting in Orlando on October 6th. I have included a summary of the meeting following this memo.
 - I will be attending the FACC Fall Academy from October 22nd to October 25th in Daytona Beach. I will be traveling back on the 25th so I am able to attend the retreat.
 - As we move into the new fiscal year, I will be conducting record audits and record retention in accordance with state law.

Other business as usual.



Memorandum

To: Town Council

From: Town Clerk, Brittney Sandoval, CMC

Date: September 29, 2023

Subject: FLC Municipal Administration Committee Liaison Report

At the September 8th Policy Committee there was discussion regarding the priorities for the 2024 Policy Issues that the board would like to take to the legislature.

One of the priorities included Law Enforcement, Recruitment and Retention being the biggest issue that was brought forth. Other issues that were considered were short-term rentals, legal notices for land use changes, virtual meetings, public record exemptions for City Clerks/election officers, Cybersecurity, sale of tobacco and nicotine products near school property and exemption for reports of code violations.

At the next committee meeting, they will narrow those down until an issue is agreed upon to take action in improving/changing that issue with the legislature.