TOWN OF LAKE HAMILTON

TOWN COUNCIL
SPECIAL MEETING AGENDA
TUESDAY, OCTOBER 20, 2020
6:00 P.M.

The Town Council of the Town of Lake Hamilton will hold a Special Council Meeting on Tuesday, October 20, 2020 at 6:00 PM at the Lake Hamilton Woman's Club, 85 N Omaha Street, Lake Hamilton, FL 33851.

1. **CALL TO ORDER BY THE MAYOR**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL OF COUNCIL MEMBERS**
5. **SPECIAL BUSINESS**
    a. Open Public Hearing – Second Reading Ordinance O-20-11 Utilities

    b. Citrus Connection Update
    c. Discuss Future Planning
    d. Authorize contract with Pennoni to develop a Master Water and Wastewater Plan
    e. Adopt CIP Budget FY 2020-2024
6. **ADJOURNMENT**

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

ORDINANCE O-20-11

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, RELATING TO WATER AND SEWER UTILITIES; AMENDING THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON, FLORIDA (THE "CODE"); AMENDING CHAPTER 32 IN THE LAKE HAMILTON CODE ENTITLED "TOWN OF LAKE HAMILTON UTILITIES CODE"; PROVIDING FOR THIS ORDINANCE TO CONTROL IN THE EVENT OF CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. REVISIONS TO CHAPTER 32, LAKE HAMILTON CODE. Chapter 32, of the Code of Ordinances of the Town of Lake Hamilton, Florida, (the "Lake Hamilton Code") is hereby created as follows:

Chapter 32 –UTILITIES.

Sec. 32-1. - Short Title.

This chapter shall be known and may be cited as "Town of Lake Hamilton Utilities Code".

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

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

(1) Stringent state and federal water resource protection and wastewater treatment and operation standards have been promulgated, and with these increasing costs of securing water supply and constructing central water and wastewater facilities, the Town's ability to provide central water and wastewater service within its water and wastewater service area may be limited.

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

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

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

(5) The Town has also incurred bonded indebtedness to expand and maintain its central water system and central wastewater system.

(6) The Town's debt includes loans from the Florida Department of Environmental Protection and other lending institutions.

(7) The Town's bond covenants, its Town Code, and federal regulations prohibit free service.

(8) Failure to require adjoining property owners as specified herein to connect to the Town's water and wastewater systems and pay service availability charges will harm the financial feasibility of the Town's operation of its water and wastewater systems.

(9) Any risk of contamination to the public water supply must be eliminated by prohibiting interconnections of well water via inside plumbing systems with the Town's water supply.

(10) Providing a water line and/or wastewater line adjacent to property in effect provides central fire service, available water service, and available wastewater service to that property, increasing the value of said property and enabling said property to be developed with central utilities and fire protection, and other benefits.

(11) For these and other reasons, it is necessary for the Town to safeguard the public health, safety, and welfare of its inhabitants and customers by providing an adequate supply of potable water by central water system, providing adequate, safe, and environmentally acceptable means of treating and disposing wastewater, eliminating public hazards of contaminated wells or over pumped wells, and strengthening the financial security of the Town's central water system and central wastewater system, which can only be accomplished by requiring all abutting property owners as specified below within the Town's exclusive service area to connect to and remain connected to the Town's central water system and central wastewater system.

(12) Furthermore, the Town needs to modify the provisions of its exclusive water and wastewater service territory to insure compliance with its existing and future debt attached to the Town's water and wastewater utility system.

(13) If the Town does not provide adequate central water and wastewater service within its designated service area to meet increased demand, it will be faced with competing public and private sector pressure to seize the Town's rightful service area and pressure for the continued construction and installation of substandard, privately financed, and operated water

and wastewater treatment plants and septic tanks, and it may lose part of its existing customer base.

(14) The proliferation of privately financed and operated water and wastewater treatment plants and the loss of existing customers will contribute to higher user rates.

(15) The Capital Improvements Element of the Town Comprehensive Plan requires the Town to adopt and/or comply with a concurrency management system in accordance with and authorized by Section 163.3180, Florida Statutes, in order to insure that the public facilities and services needed to support new development are available concurrent with the connections of such development.

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

(17) Therefore, to protect groundwater resources, prevent sprawl, implement water and wastewater service concurrency, enable financing of Town facilities, repay existing debts of the systems, stabilize user rates and avoid rate increases, and provide for the most cost effective and environmentally acceptable central water and wastewater facilities, the Town has determined to reestablish, redefine, designate, and modify its service area so that public funds are not wasted.

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

(19) The construction, optimal financing, and optimal operation of the Town's water and wastewater systems is an essential utility service.

(20) The failure to plan for and delineate future service areas will lead to the proliferation of other competing public and private utility systems and facilities in competition with and to the economic detriment of the Town.

(21) In implementing this Ordinance, it is the Council's intent to conserve and protect water resources within boundaries of the Town, in the interest of the public health, safety and welfare, and avoid and eliminate, to the extent permitted by law, the circumstances giving rise to water and wastewater service duplications and resulting uneconomical and wasteful operations.

(22) In implementing this Ordinance, the Town shall encourage the efficient utilization of water, wastewater, and reclaimed water facilities and systems, while avoiding, to the greatest extent possible, unreasonable restrictions upon free competition, fixing prices, or in reasonably limiting water, wastewater, or reclaimed water service capacity.

(23) The Town has authority pursuant to general and special law to be the exclusive provider of water and wastewater services as further provided in this Ordinance.

(24) To achieve the aforestated goals, the Town deems it necessary to establish rules so that water and wastewater service may be made available and extended to new customers on an equitable basis.

(25) The Town declares that the service availability and extension rules have, as their goal, the establishment of a uniform method of determining contributions in aid of construction such that all such contributions shall be non-discriminatory against consumers in the service area of the utility and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers in the service area of the Town.

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

(b) Purpose. The purpose of this chapter is to (1) promote the public health, safety and welfare of the citizens of this town by regulating the installation and operation of water and sewer systems; (2) insure that the adopted policies of the Town of Lake Hamilton's Comprehensive Plan are implemented; specifically, that land development shall be permitted only where adequate water and sewer facilities exist, or the construction of which is assured; and (3) insure that all developers shall bear a fair proportionate cost of new and/or expanded master water and sewer systems required for such development. To achieve these ends, this chapter hereby establishes a utility sustainability program, which consists of extension and maintenance of current systems and which stipulates the service and fiscal relationship between the town and developers desiring to obtain water and sewer service for the benefit of existing development and undeveloped or improved properties. The goal of the utility sustainability program is to establish a uniform method of determining all contributions in aid of construction (such as connection charges and over sizing of portions of water and sewer utilities) required to be paid by developers and consumers, which shall be demonstrably non-discriminatory among consumers of the same class in the town utility service area and shall be applied uniformly to all consumers within the existing and expanded future utility service area.

Sec. 32-3. - Definitions.

Available wastewater line shall mean an available wastewater line as defined in F.S. § 381.0065.

Available water line means a municipal water line that is placed in any public right-of-way, easement, or town property, abutting the front, rear, or side property lines of a single-family dwelling unit, or within 500 feet of a property line for uses that exceed the flow from one standard single-family dwelling unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Pursuant to the Charter of the Town of Lake Hamilton ("Charter"), the Town's municipal home rule powers under Chapter 166, Florida Statutes, and Chapter 180, Florida Statutes, the Town of Lake Hamilton hereby creates the "Lake Hamilton Exclusive Water and Wastewater Service Area" for the purpose of delivering to that area water, wastewater, and reclaimed water services and exercising within that area, the powers provided by law. The area to receive the services set forth above shall be as described in Exhibit "A" and depicted in Exhibit "A" attached to and incorporated in this Ordinance. All of the provisions or benefits of the Lake Hamilton Town Charter, and only to the degree necessary, Chapter 180, Florida Statutes, are hereby made available to the Town of Lake Hamilton, Florida, within said zone or area including, but not limited to, the exclusive provision of water, wastewater, alternative water supply, reclaimed water, aquifer storage and recovery, and desalinization systems and services.

(b) The Town hereby declares that, subject to a customer's or property owner's compliance with Town rate ordinances, and service extension policies, the Town has a duty to serve water and wastewater service to all property owners and potential customers within the Town's Exclusive Service Area, provided the Florida Public Service Commission ("FPSC") has not certified or franchised that area.

(c) No person or entity other than the Town and/or its designee shall provide water or wastewater service (other than bottled water) to any person, firm, corporation, or government, within the Town's Exclusive Service Area without the Town's express written permission which shall not be unreasonably withheld. No person or entity other than the Town and/or its designee shall construct or use water, wastewater, and/or reclaimed water transmission lines, pipes, mains, pump stations or the like on or within the established rights-of-way for the purpose of providing water, wastewater, and/or reclaimed water service to land located within the Town's Exclusive Service Area without the Town's express written permission. Except as otherwise provided for herein and approved by the town, the town shall be the sole provider of water and wastewater (utility) service within its water and wastewater service area. Any person who undertakes to construct, expand or improve a water or wastewater system or portion thereof in the town water and sewer service area shall do so in accordance with the requirements of this chapter unless otherwise exempted therefrom.

(d) No person or entity other than the Town and/or its designee shall provide water, wastewater, or reclaimed water service (other than bottled water) to any person, firm, corporation, government, or location within the Town's Exclusive Service Area without the County's express written permission which shall not be unreasonably withheld. No person or entity other than the Town and/or its designee shall construct or use water and/or wastewater transmission lines, pipes, mains, pump stations or the like on or within the established rights-of-way for the purpose of providing water and/or wastewater service to land located within the Town's Exclusive Service Area without the Town's express written permission. These prohibitions shall not be deemed to prohibit private water wells and/or septic tanks for individual structures or require mandatory connection where service is not available pursuant to Town regulation or state law as amended from time to time. When cost effective and in the best interest of the Town's citizens and existing rate payers, the Town may contract with other water or wastewater utilities that meet Town standards to operate within portions of the Town's Exclusive Service Area.

Sec. 32-5. - Connections required.

All existing or future residential and commercial users shall connect to an available water or wastewater line and pay the fees and charges established therefor. All newly constructed structures shall connect to the water or sewer line before occupancy. All such connections shall be made in accordance with rules and regulations that may be adopted from time to time by the Town council. Said rules and regulations shall provide for a charge for making such connection in such reasonable amount as the council, may determine and fix. This section shall not be construed to entitle any person to cross the private property of another to make any such water or wastewater connection. Land shall not be developed in an incremental fashion in order to avoid the requirement to connect to a water or wastewater line. If a portion of a parent parcel is developed without triggering the requirement to connect, then upon development of any portion of the remaining parcel which, when taken together with any previous development of the parent parcel, would trigger the requirement to connect, the connection requirement will be applied to the entire parcel (i.e., the entire development will be required to connect to the utility system).

Sec. 32-6. - Utility system extensions.

The developer shall pay all costs associated with constructing the utility system extension components necessary to obtain service in accordance with section 32-5 herein, with the exception of those components which are included in the town's water and wastewater master plan. These costs shall include, but not be limited to, the costs of surveying, engineering, design, permitting, construction supervision, site improvements, fabrication, construction, piping, site restoration, hardware, as-built drawings, and final certifications. Utility system extension construction plans must be prepared by a professional engineer registered in the State of Florida in accordance with design criteria established by the town and other applicable regulatory agencies, which may include the Polk County Health Department, the Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT), and reviewed and permitted by the town and other applicable regulatory agencies. The completed improvements must then be inspected and accepted by the town for ownership and maintenance.

The costs shall be paid by the developer/owner at the time of the issuance of a utility engineering work permit approved by the town as specified herein.

(1) After final approval of engineering plans and specifications by the town, but prior to the start of any work or delivery of any material to the construction site, the owner, developer or contractor shall apply for a utility/engineering work permit and shall show proof of plans approved by the town's engineer. The developer/owner shall complete and execute a town utility/engineering permit application and pay the required inspection fees. Multiple permits may be needed if public infrastructure is being built off-site of a residential or non-residential development.

(2) Utility/engineering permit fees shall be established from time to time by a separate resolution adopted by the town council.

(3) Prior to issuance of a permit, the applicant shall pay all required fees to the town's finance department. Upon satisfaction of all required conditions for issuance, and payment of all required fees, the town shall prepare the permit and deliver it to the developer and engineer.

(4) All fees, charges, and costs paid hereunder are non-refundable.

(5) The Town reserves the right to inspect and approve any applicant's installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, resolutions, and rules and regulations affecting such installation. The applicant shall pay for such inspection in accordance with Town practices. The applicant shall be responsible for the cost of making changes or repairs resulting from any unauthorized alteration, and/or unacceptable construction.

(6) In the event of any damage to Town property located upon applicant's property which arises out of any act of applicant or agents, employees or independent contractors upon the premises, the cost of repairs or replacement shall be the responsibility of the applicant, and full payment or reimbursement to the Town therefor shall be a condition imposed for the continuation of service.

(7) All pipes, conduits or other component parts of service installed in or upon the premises of an applicant shall conform to Town standards of type, quality, quantity and regulations regarding installation. Applicant shall be responsible for maintaining all on-site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying and securing approval therefor in writing by the Town. Unauthorized alteration or modification or an on-site utility service interconnection may result in immediate termination of the affected service and repair or restoration at the applicant's costs.

(8) The Town shall recognize the design of the facilities prepared by a registered professional engineer regularly engaged in the field of sanitary engineering, covering the design of applicant's on-site facilities; provided, however, that each such design shall be fully subject to the approval of the Town, and shall conform in all respects to the Town's criteria, such facilities ultimately to be accepted by the Town.

(9) The Town's representative shall have the right to inspect the installation of all facilities which are proposed to be transferred to Town ownership, operation and control, or any other on-site facilities whether or not transferred to the Town. Such inspections are intended to assure that the collection facilities and/or distribution facilities are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation.

(10) The Town's representative shall be present at tests of component parts of the collection facilities and/or distribution facilities for the purpose of determining that the facilities, as

constructed, conform to the Town's rules and regulations regarding such testing. Such tests will be performed only under the direct supervision of the engineer of record or authorized inspector. The results of such testing shall be certified by the engineer of record or authorized inspector. The Town shall be notified at least three (3) working days prior to any inspections or testing performed in accordance with these regulations. Working days shall be Monday through Friday, excluding holidays.

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

All utility lines installed under the provisions of this chapter or accepted by the town for operation and maintenance shall be constructed in a public right-of-way or easement having a minimum width of 15 feet. Conveyance of all easements shall be by a separate document in recordable form approved by the town and shall be accompanied by a written certification approved by the town that the developer is the owner in fee simple of the property to be conveyed by the easement, and that upon its execution by the developer, a valid and enforceable easement in the developer's property shall be vested in the town, which is superior to the interest of all others. All utility lines shall be installed on the centerline of the easement; and, any proposed exceptions must be approved by the town.

As a condition precedent to receiving utility service, the town may require an owner to dedicate necessary easements to accommodate water and/or sewer lines. Such easements shall extend along either the entire frontage or along other sides of the property to be served to facilitate the extension of such utility lines to other properties.

In the case of construction of water and sewer facilities by a developer of more than a single housing unit, or of a commercial or industrial facility, all such utility improvements and appurtenances to be owned by the town shall be conveyed to the town by a bill of sale immediately after the town's written acceptance of the construction of said system, in addition, the developer shall concurrently furnish the town with the following:

(1) Copies of paid invoices and waivers of liens, releases or satisfactions, together with a breakdown of the actual cost of the aforesaid facilities;

(2) Two sets of engineer-certified as-built drawings showing exact locations and depths of all utilities;

(3) A bond or alternative security acceptable to the town, having a life of one year from the town's final acceptance of such facilities, in the amount of 15 percent of the total actual cost of construction of water pumping and/or treatment plants, wastewater treatment plants, and sewage lift stations; and five percent of the total actual cost of construction of water and effluent distribution and wastewater collection lines. The aforesaid requirements are necessary to protect the town from losses resulting from defects in materials or improper installation of the aforesaid utilities.

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

(a) *Water system* . Each new user of the water system and each user whose property is presently connected to the town's water system when structural changes, additions or changes in permitted use result in an additional connection to the town's water system shall pay an connection fee at the time of building permit approval of construction plans for a residential or non-residential

structure in an amount established from time to time by a separate ordinance adopted by the town council.

(b) *Wastewater system*. A wastewater connection fee is hereby imposed and levied on each new user of the wastewater system and each user whose property is presently connected to the wastewater system when structural changes, additions or changes in permitted use result in an additional connection to the wastewater system and they shall pay an connection fee at the time application is made for new service to existing structures or prior to issuance of a building permit for new construction. The connection fee shall be in ~~the~~ an amount ~~fixed, in accordance with Chapter 163, Florida Statutes, by the Town of Dundee Sewer System or as specified in any interlocal agreement between Lake Hamilton and Dundee governing the mutual funding of the collection, conveyance and treatment of sewer flows from Lake Hamilton to the Dundee Wastewater Treatment Plant~~ set and imposed in accordance with applicable Florida law, including but not limited to future ordinance or specific contract.

(c) *Connection fees* shall be collected in addition to other fees charged by the town for water or sewer services and shall be set aside and placed into a reserve fund to be used solely for purposes of expanding the water system and expanding the ~~sewerage~~ wastewater system, as the case may be, and used for no other purpose. There shall be one reserve fund for water connection fees and one reserved fund for wastewater connection fees. The town shall be entitled to an administrative charge from the connection fee to offset the collection and administration of the water or wastewater connection fee, which charge shall be limited to actual cost.

(d) *Minimum charge.* Each commercial use shall have a minimum value of one single-family residence.

(e) *Water system connection fee imposition and amounts.* A water system connection fee is hereby levied and imposed on all developments requesting capacity from the town's water system to provide service to their properties and on all properties presently connected to the town's water system when structural changes, additions or changes in permitted use result in an additional connection to the town's water system. The water system connection fee will be charged based on the water meter size to be installed in accordance with the fee schedule adopted in this section. When an existing development increases its water meter size, the development shall pay an additional water connection fee equal to the difference between the connection fee currently charged for the desired increased water meter size and the existing water meter size. The connection fee shall be charged over and above any service connection fee, lateral charge, inspection fee, monthly user charge, and monthly service charge as may be established by the town from time to time. A water connection fee shall be paid for each individual water meter to be installed. The water connection fees shall be imposed and paid in the amounts as follows:

Table 1: Water Connection Fees for Residential and Commercial development with meters up to 6.0 inches

Meter Size (in inches)	Ratio to meter size	Water Connection Fee for Service Inside Town Limits	Water Connection Fee for Service Outside Town Limits
1.0 & less	1.0	$2,319.29	$2,899.11

1.5	2.0	4,638.58	5,798.23
2.0	5.0	18,554.32	14,495.56
3.0	8.0	37,108.64	46,385.80
4.0	16.0	57,982.28	72,477.79
6.0	25.0	115,964.56	144,955.70

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

Sec. 32-9. - Developer agreements.

The town may require the developer/owner to enter into a developer agreement with the town which sets forth in detail the terms and conditions under which the town will provide utility service to the developer's/owner's property. Such agreement will be made at the option of the town where it deems such agreement to be necessary to facilitate the construction of extension of the town's utility system.

Sec. 32-10. - Oversizing of portions of utility systems; refundable advance agreements.

Whenever the town finds it in the public interest to require the oversizing of portions of proposed utility systems, such as water or sewer line extensions, or sewage pumping stations and force mains, a developer's agreement will be executed by the town and the developer who requests such improvement. The aforesaid agreement may provide that the town will give credit to the developer toward the prepayment of connection charges to reimburse the developer for that portion of the costs deemed appropriate by the town to design, permit, and construct such on-site and/or off-site facilities that are determined by the town to be part of the five-year Capital Improvements Plan.

Sec. 32-11. – Unauthorized Tampering with Utility System; Limitations of Use.

(a) Connections to the Town's Water and Wastewater System for any purpose whatsoever are to be made only as authorized by the Town. No person shall tamper with, make connection with, or in any way alter or damage any part of the Town water or sanitary sewer utility systems without the written permission of the town. Further, no unauthorized person shall cause stormwater, groundwater, or any other unauthorized fluid or other material to enter

the sanitary sewer system, including sanitary sewage and septage from septic tank trucks. Also prohibited are the following: connection of down spouts or air conditioning condensate lines into the sewer system; raising of manhole lids to allow for drainage; dumping of garbage, refuse, or other wastes in manholes; draining of swimming pools into the sewer system; or any other means of causing or allowing any substance not considered to be sanitary sewage, to enter the sewer system. The offending person shall pay the total costs of all expenses attributable to such tampering, and shall be subject to all penalties that are provided by law. Furthermore, the Town hereby incorporates the provisions of § 812.14, Florida Statutes, as they may be amended from time to time. If a meter has been locked because of a delinquent account or no service to the property and it is determined that the lock was removed without town authorization, the meter will be removed, the account will be considered delinquent and all past balances must be paid to reestablish a new account along with all fees to reinstall the meter. The Town has the unrestricted right of entry to any and every property with a water service account to inspect, repair, remove or otherwise service the meter and appurtenant equipment. In the case where entry or access to the meter and/or appurtenant equipment is obstructed, the Town is permitted to remove the obstructions and assess the costs against the account holder.

(b) Water and/or Wastewater services shall be used by the customer only for the purposes specified in the application for a water and/or wastewater service. The customer shall not sell or otherwise dispose of such utility service. In no case shall a customer, except with the written consent of the Town, extend utilities across the street, alley, lane, court, property line, avenue, or other public thoroughfare or right-of-way in order to furnish water and/or wastewater service for adjacent property even though such adjacent property is owned by the same customer.

Sec. 32-12. – Limitations on town's responsibility.

The Town will maintain water lines up to and including meter~~s~~ assembly only, and will not repair or maintain house connections and sewer service laterals. The town shall be responsible only for the repair and maintenance of all publicly owned components of the town's utility system and shall make diligent efforts to inspect and keep these facilities in good repair. The town shall not be responsible for the repair and maintenance of privately owned utility systems. All facilities that have been accepted by the Town shall become the property of the town and will be operated and maintained by the Town. No person shall do any work, or be reimbursed for any work, or in connection with any work, on the utility system unless written authorization from the Town is received prior to the work being undertaken. The Town shall make a reasonable effort to keep its facilities in good repair, but assumes no liability for any damage caused by the system. This shall include damage due to sewage back-ups, disruption of services, breaking of piping, poor quality of water caused by unauthorized or illegal entry of foreign materials into the utility system, faulty operation of fire protection systems, or any other reasons.

Sec. 32-13. - Establishment and termination of service.

Water and sewer service to customers/users will be authorized upon payment in full to the town of fees and deposits in the amounts established by resolution of the town council. Requests by customers for termination of service shall be made in writing to the department of public works. Upon termination of an account, the customer's deposit shall be applied to the account's remaining

balance. In the event the customer is entitled to a credit, the amount will be paid to the customer. If an amount is owed after the deposit is credited, the customer will be billed for the remaining amount due. Payment is required within 30 days, or the bill will be considered delinquent.

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

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

Re-institution of service shall be accomplished only by the department of public works. Any unauthorized connection shall subject the violator to the full penalties of the law.

Sec. 32-15. - Utility service policies; Applications for Service.

The Town council hereby authorizes the administrator/clerk to prepare and maintain user service rules, regulations, policies and fees containing the utility service application with instructions for completing it, pertinent state laws affecting water customers, the current fees for deposits, connection fees and setting meters, and other information that the administrator/clerk may determine is needed from time to time. The following requirements shall apply to applications for service:

(a) It shall be unlawful for any person to use Town water and/or wastewater services without first making application in writing for water and/or wastewater service and paying all charges incident to said application. Application shall be made on forms furnished by the Town, shall constitute an agreement by the customer to abide by the utility rules in regard to its service, and shall be in accord with the Town's Rate Ordinance and other Town rules, regulations, ordinances, resolutions, codes, and policies (hereafter "Town Requirements"). Applications for services requested by firms, partner ships, associations and corporations shall be tendered only by their duly authorized agents, and the official title of the agent shall be shown on the application.

(b) All applications for an extension of the Town's Water and/or Wastewater System shall be addressed to the Town stating the location, beginning and termination thereof, with plans and specifications in triplicate attached where such plans and specifications are required.

(c) The Town may require all information on said application that it deems reasonable and necessary, and may reject applications it determines are incomplete. Any application for a permit shall contain a legal description of the land constituting the service area for which such permit is to be issued. The legal description shall include only those lands owned by the applicant for which the permit is to serve. If any such person described hereinabove fails to apply for and purchase water and/or wastewater service capacity under these rules, the Town

may consider such failure in determining whether or not to grant or deny any development or construction permit or approval or rezoning application filed by such person.

(d) If an application is approved, a written agreement containing all terms and conditions relating to such system extensions, approved by the Town or its designee, shall be made and executed by and between the applicant property owner(s) and Town.

Sec. 32-16. - Enforcement Remedies.

(a) No provision of this Chapter shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provisions of this Chapter, or any rule, regulation or general condition provided for hereunder, whether administratively, judicially or both. Neither the existence of other remedies identified in this Chapter nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover fines, penalties or monetary damages (except where liquidated damages are otherwise prescribed) for such violation by the Communications Services Provider. The remedies available to the Town shall be cumulative and in addition to any other remedies provided by law or equity. The laws of the State of Florida shall govern with respect to any proceeding in law or equity pertaining to the enforcement of this Chapter or any cause of action arising out of or in connection herewith.

(b) Failure to comply with provisions of this Chapter shall constitute a Town Code violation and shall subject the Communications Service Provider to the code enforcement provisions and procedures as provided in Chapter 20, Town Code, and may be punishable as provided in §162.22, Florida Statutes, as it may be amended.

(c) Failure of the Town to enforce any requirements of this Chapter shall not constitute a waiver of the Town's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Sec. 32-17. -

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

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, word or other part of this Chapter is for any reason declared unconstitutional or invalid by any court of competent jurisdiction, such part shall be deemed separate, distinct and independent and the remainder of this Chapter shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect on October 1, 2020.

INTRODUCED on first reading this 6th day of October 2020.

PASSED on second reading this_____day of October 2020.

TOWN OF LAKE HAMILTON

_____
Michael W. Kehoe, Mayor

ATTEST WITH SEAL:

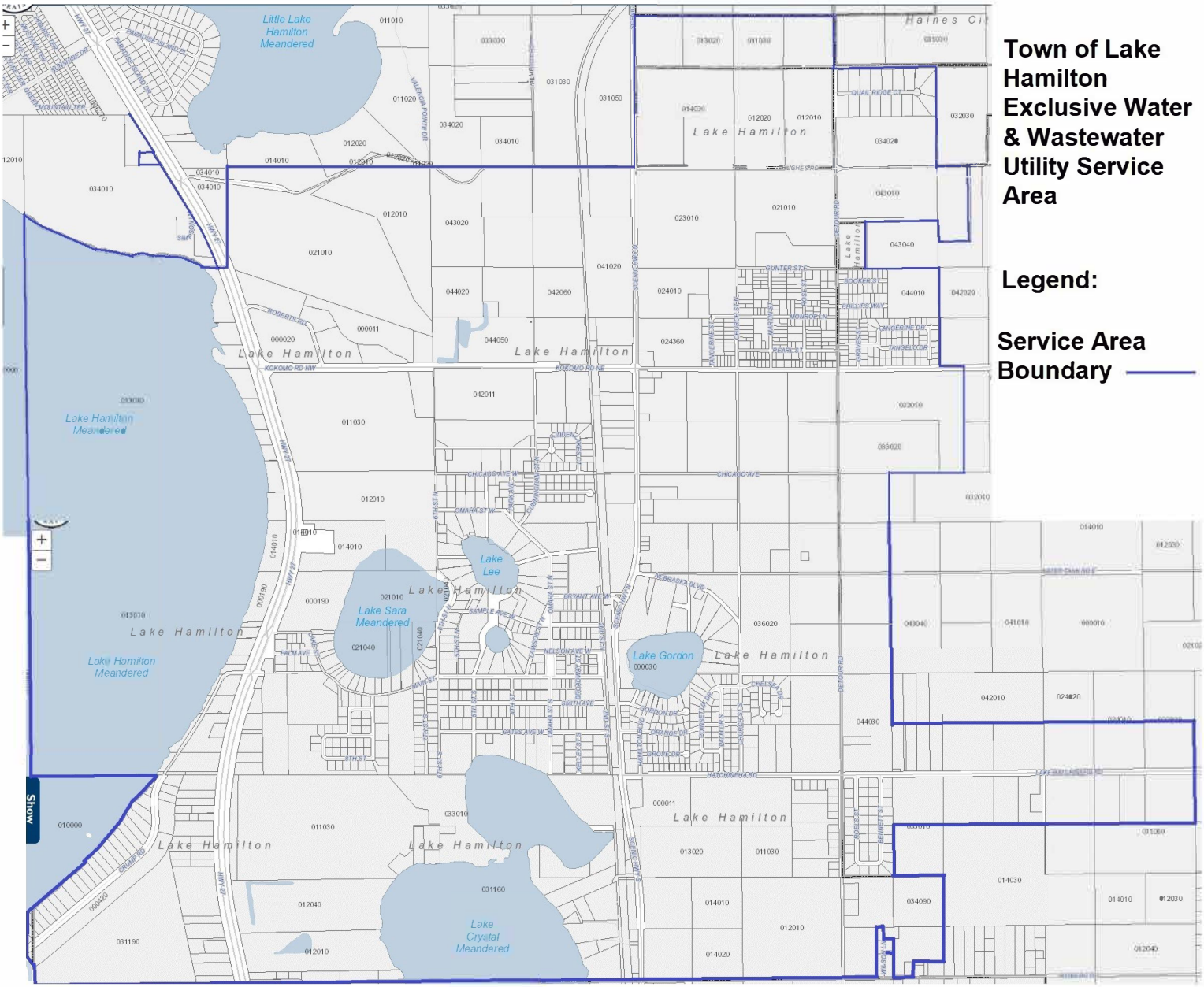
_____
Brittney Sandovalsoto, Town Clerk

APPROVED AS TO FORM & LEGALITY:

_____
Jeffrey S. Dawson, Town Attorney

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

Ordinance O-20-11 Exhibit A



Town of Lake Hamilton Exclusive Water & Wastewater Utility Service Area

Legend:

Service Area Boundary

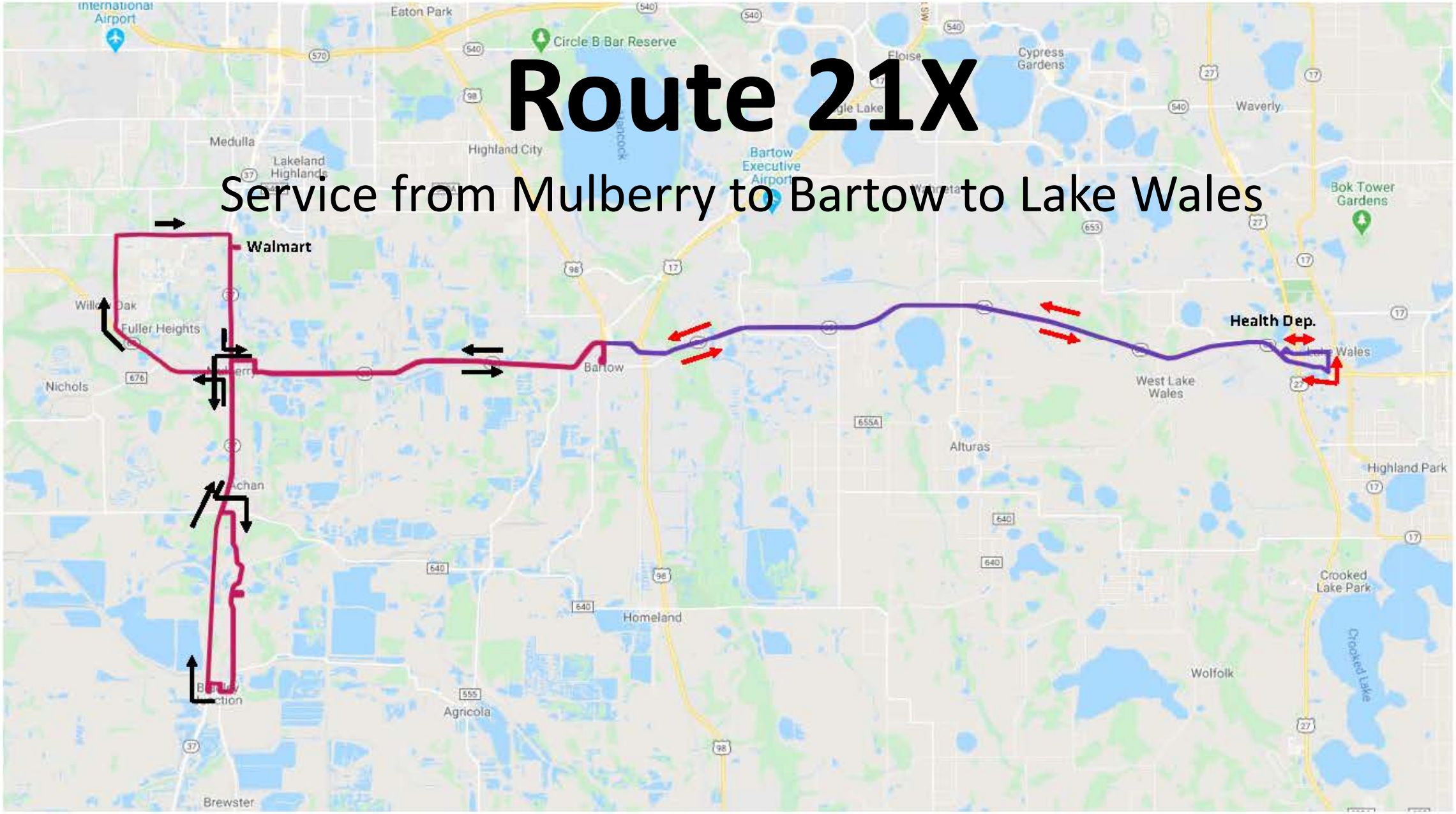
CitrusConnection

City of Lake Hamilton

Oct. 20, 2020

Route 21X

Service from Mulberry to Bartow to Lake Wales



17X - LAKE WALES / HAINES CITY EXPRESS

Depart at Health Department at Lake Wales Plaza | Eagle Ridge Mall | Dundee Town Hall | Ridge Technical College | Arrive Haines City Plaza

	NORTHBOUND - HAINES CITY				
WEEKDAYS	6:25	6:36	6:48	7:02	7:18
	8:25	8:36	8:48	9:02	9:18
	10:25	10:36	10:48	11:02	11:18
	12:25	**12:36**	**12:48**	**1:02**	**1:18**
	2:25	**2:36**	**2:48**	**3:02**	**3:18**
	4:25	**4:36**	**4:48**	**5:02**	**5:18**
	6:25	**6:36**	---	---	---
SATURDAYS	---	---	---	---	---
	8:25	8:36	8:48	9:02	9:18
	10:25	10:36	10:48	11:02	11:18
	1:25	**1:36**	**1:48**	**2:02**	**2:18**
	3:25	**3:36**	---	---	---

Depart Haines City Plaza | Ridge Technical College | Dundee Police Station | Eagle Ridge Mall | Arrive at Health Department at Lake Wales Plaza

	SOUTHBOUND - LAKE WALES				
WEEKDAYS	7:25	7:40	7:57	8:10	8:20
	9:25	9:40	9:57	10:10	10:20
	11:25	11:40	11:57	**12:10**	**12:20**
	1:25	**1:40**	**1:57**	**2:10**	**2:20**
	3:25	**3:40**	**3:57**	**4:10**	**4:20**
	5:25	**5:40**	**5:57**	**6:10**	**6:20**
	---	---	---	---	---
SATURDAYS	7:25	7:40	7:57	8:10	8:20
	9:25	9:40	9:57	10:10	10:20
	12:25	**12:40**	**12:57**	**1:10**	**1:20**
	2:25	**2:40**	**2:57**	**3:10**	**3:20**
	---	---	---	---	---

TP Transfer Points

TRANSFER POINTS *PUNTOS DE TRANSFERENCIA*

Health Department at Lake Wales Plaza: Rt 35
Eagle Ridge Mall: Rt 27X, 30 and 35
Dundee Town Hall: Rt 27X
Dundee Police Station: Rt 27X
Haines City Plaza: Rt15, 16X and 18X

→ From Health Department at Lake Wales Plaza to Haines City Plaza
Desde el Departamento de Salud en Lake Wales hacia Haines City Plaza

→ From Haines City Plaza to Health Department at Lake Wales Plaza
Desde Haines City Plaza hacia el Departamento de Salud en Lake Wales Plaza

Lake Hamilton 17X Ridership

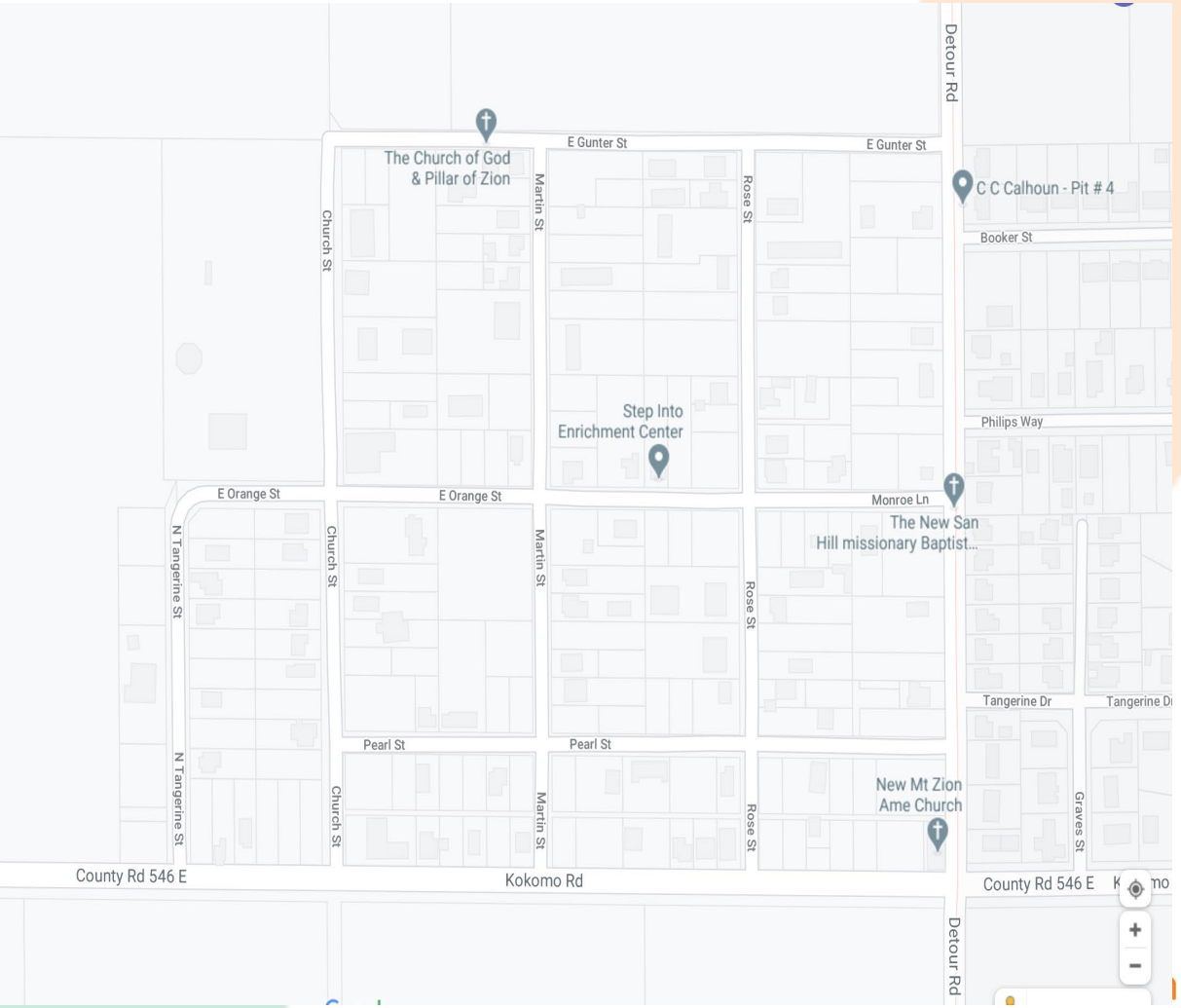
- **Four stops in the City Limits with a ridership of 64 boardings**
- **Stop at Lake Hamilton Grove makes up 66 percent of the boardings (42)**
- **Lake Hamilton Grove stop is the fifth-most used stop on the route**

Due to COVID-19, Citrus Connection reduced service including the interruption of the 17X from April 6, 2020 to Sept. 8, 2020

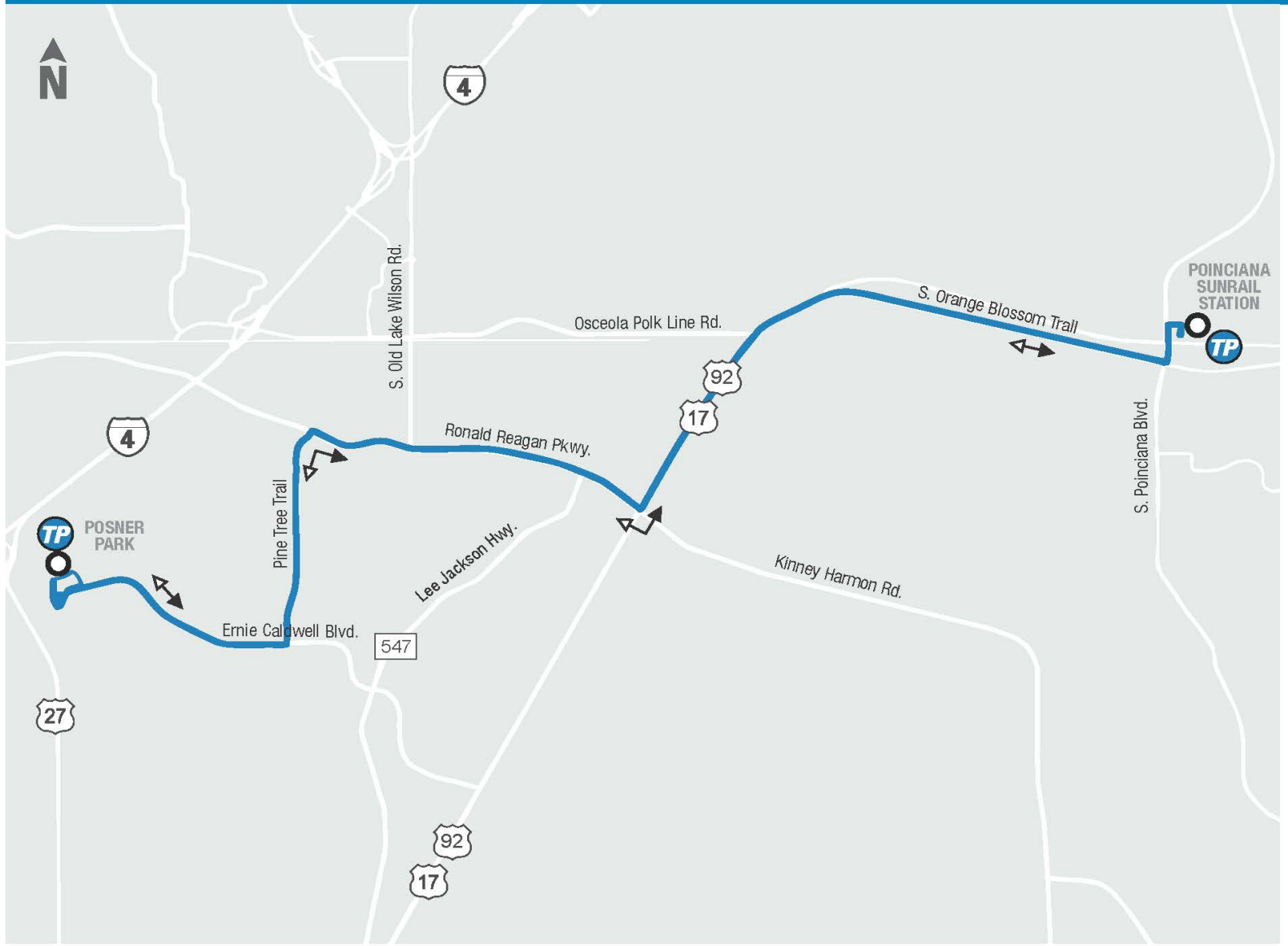
CitrusConnection

Service to the Kokomo/Detour Road area

- With the upcoming launch of the 21X, that route will service the Health Department in Lake Wales which is currently served by the 17X
- The elimination of the Health Department in Lake Wales from the 17X frees up the time needed to service the communities in the area of Kokoma and Detour Road providing additional service to an underserved area of Lake Hamilton.



19X - POSNER PARK / POINCIANA EXPRESS



WEEKDAYS

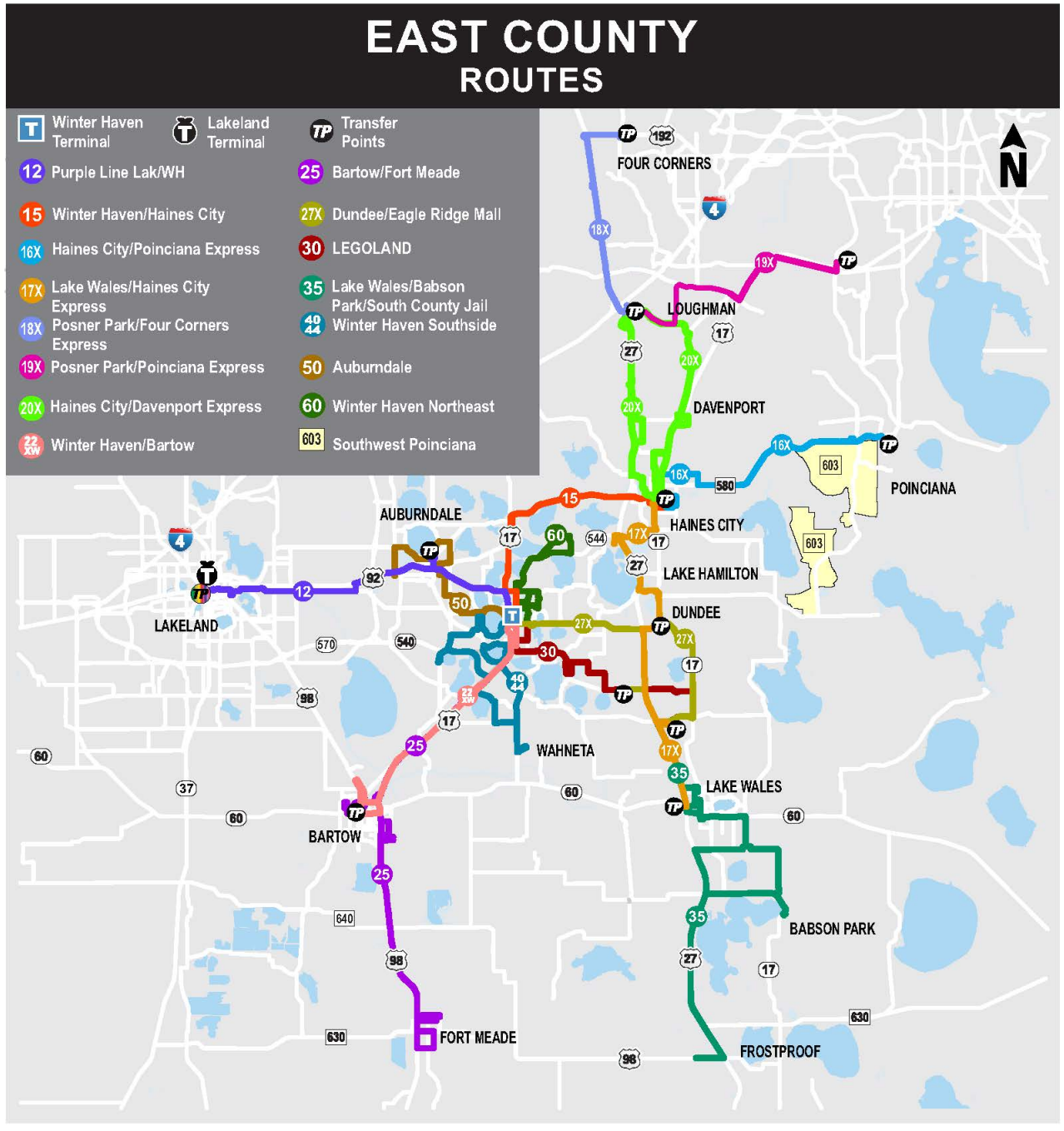
EASTBOUND		WESTBOUND	
Depart Posner Park	Arrive Poinciana SunRail Station	Depart Poinciana SunRail Station	Arrive Posner Park
6:00	6:25	6:35	6:55
7:00	7:25	7:35	7:55
8:00	8:25	8:35	8:55
9:00	9:25	9:35	9:55
10:00	10:25	10:35	10:55
11:00	11:25	11:35	11:55
12:00	12:25	12:35	12:55
1:00	1:25	1:35	1:55
2:00	2:25	2:35	2:55
3:00	3:25	3:35	3:55
4:00	4:25	4:35	4:55
5:00	5:25	5:35	5:55
6:00	6:25	6:35	6:55

TP Transfer Points

TRANSFER POINTS *PUNTOS DE TRANSFERENCIA*
Posner Park: Rt 18X and 20X
Poinciana SunRail Station: SunRail and Lynx Routes

From Posner Park to Poinciana SunRail Station
Desde Posner Park hacia la Estación de Tren en Poinciana

From Poinciana SunRail Station to Posner Park
Desde la Estación de Tren en Poinciana hacia Posner Park



East Polk Transit Expansion

- Service along the US 27 Corridor
- There are seven routes serving the communities of Ridge
- Recent expansion provides Circulator Service and Express Service to the newest transit hub at the Park and Ride at Posner Park
- Service From Posner goes to Haines City, Davenport, Four Corners and the SunRail Station in Poinciana
- Additional routes serve Haines City Plaza with transfers to service going to the Winter Haven Terminal
- East Polk service includes service to Lake Wales, Hamilton, Babson Park ands Dundee

CitrusConnection

QUESTIONS?

CitrusConnection

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

www.pennoni.com

October 13, 2020

Proposal No. LAKHA20010P

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

RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT – WASTEWATER PRELIMINARY ENGINEERING REPORT

Dear Mr. Leonard:

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

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

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

Sincerely
Pennoni

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

Roger L. Homann
Project Manager

PENNONI PROPOSAL NUMBER LAKHA20010P

SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

WATER AND WASTEWATER PRELIMINARY MASTER PLAN REPORT

1.0 GENERAL: This is Supplemental Agreement to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.

2.0 EMPLOYMENT: The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.

3.0 PROJECT BACKGROUND AND DESCRIPTION: Over the past 15 years, the incrementally planned and implemented wastewater collection and transmission system improvements to help eliminate its historical reliance on septic tanks and establish central sewer service within the Town. In 2017, the Town constructed wastewater collection and transmission improvements along the US 27 corridor, which transmits wastewater to the Town of Dundee for treatment. Currently the Town has planned and designed additional improvements to provide sewer service to approximately 170 Town facilities and residential homes east of Town Hall and Scenic Highway, which is slated to be transmitted north to the City of Haines City for treatment. Additional wastewater treatment needs associated with proposed housing developments within the Town of Lake Hamilton are emerging.

One of the primary challenges associated with the Town's efforts to establish a wastewater utility has been how to provide reliable treatment and disposal services to these customers, and the ideal backbone collection and transmission system associated with this solution. With limited Town funding, it is important to ensure any infrastructure built will meet the Town's long-range needs and not be underutilized. To date, the Town has negotiated with the adjacent communities of Dundee and Haines City to provide cost effective wastewater treatment services. However, long term treatment solution(s) to meet Lake Hamilton's growing needs has been difficult to secure due to regional and other utility capacity-related challenges within those communities. As a result, the Town wishes to investigate potential long-range wastewater utility service options related to meeting its

future wastewater service needs and the associated collection and transmission system required to meet the long-range solution(s).

The Town's ongoing septic to sewer project, including the planned SR 17 transmission system improvements should ideally be evaluated and included in the Town's interim and long-range planning efforts. This is especially important as the Town may be awarded State Revolving Fund (SRF) construction funding soon. Active negotiations with the City of Haines City for interim wastewater service should also be factored into Town planning. The Town wishes to engage Pennoni to undertake planning to develop a plan to build on past and ongoing wastewater infrastructure implementation efforts, along with meeting future needs.

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

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

5.1 Coordination and Funding Evaluation Services:

5.1.1 Meet with Town staff to identify planning objectives and goals.

5.1.2 Identify the areas to be included in a Town Utility Service Area.

5.1.3 Evaluate land development prospects within the planned Utility Service Area.

5.1.4 Evaluate wastewater demands and treatment needs a 10-year planning horizon based on data provided by the Town.

5.1.5 Evaluate ongoing wastewater infrastructure planning and implementation initiatives within the Town's Utility Service Area.

5.1.6 Evaluate the terms associated with active Town negotiations (costs, capacity, duration, etc.) with nearby wastewater providers.

5.1.7 Evaluate various funding solutions that could assist the Town with implementing various wastewater infrastructure buildout initiatives.

5.1.8 Work with Town staff to develop an initial implementation strategy based on the findings herein; and

5.1.9 Provide initial assistance to town staff to identify and evaluate a prospective site for providing wastewater treatment and disposal service (up to 4 hours of assistance is assumed, and a more detailed site evaluation can be performed as an additional service as necessary upon written request and authorization).

5.2 Preliminary Engineering Report (PER):

5.2.1 Confirm the location and flow quantities of water and wastewater customers to be served by the Town within the desired planning horizon.

5.2.2 Evaluate three Phase 1 buildout alternatives to provide water and initial wastewater collection, transmission, and treatment/disposal services.

5.2.3 Prepare maps, conceptual cost estimates, and descriptions of 3 Phase 1 buildout options.

5.2.4 Compile existing water and proposed Phase 1 wastewater customer data (flows, ERC's, monthly rates, Phase project costs, etc.) and prepare a basic user rate analysis to identify necessary monthly user rates to fund a Phase 1 improvement project (with and without grant funding scenarios);

5.2.5 Prepare a PER complying with the general requirements of the USDA Rural Utility Service funding application requirements; and

5.2.6 Present the PER findings to City staff and Council at one public meeting.

5.3 Environmental Report:

5.3.1 Gather and compile readily available environmental data for the project area (wetlands, surficial soils, floodplains, endangered species, etc.) from online databases; and

5.3.2 Prepare an Environmental Report that generally complies with USDA funding application requirements.

6.0 PENNONI'S COMPENSATION

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

A. Coordination and Funding Evaluation Services $10,000
B. Preliminary Engineering Report $25,000
C. Environmental Report $5,000
Total.....$40,000

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

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

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

7.1 Designate a Town representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information,

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

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

7.3 Payment of all permit application and review fees and other costs not included in this proposal are the responsibility of the Town

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

7.5 Furnish Pennoni with all information as to Town requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Work as necessary (maps, as-built drawings, pumping station flow and/or run-time records, utility flow/billing data, etc.)

7.6 Provide access to all Town sites and facilities related to the Project

8.0 OTHER MATTERS

8.1 The Terms and Conditions of the referenced Master Agreement between Town and Engineer shall apply to our services, along with terms described herein as applicable. References to Pennoni/ Consultant/ Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.

8.2 The obligation to provide services under this Task Authorization may be terminated by either party upon 7 days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Pennoni will be paid for all services rendered.

8.3 Because Pennoni has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Pennoni cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Town wishes greater assurance as to the amount of any cost, the Town shall employ an independent cost estimator to make such determination.

8.4 This proposal may be void if not executed within 45 days.

8.5 In the performance of its work, Pennoni will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the Town and by others without research to verify the accuracy of said information.

8.6 Funding application preparation/submittal; site specific environmental, historical, or archeological; survey; geotechnical; funding acquisition; or other services not explicitly described herein are not included and can be performed as an addition al service upon written authorization.

8.7 PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE MAY NOT BE INDIVIDUALLY HELD LIABLE FOR NEGLIGENCE.

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

_____ of _____ 2020.
(Day) (Month)

TOWN OF LAKE HAMILTON

_____ _____
Attest, Town Clerk Michael Kehoe, Mayor

PENNONI ASSOCIATES INC.

BY: _____
Richard Butala, Vice President and Office Director

DATE: _____

TOWN OF LAKE HAMILTON, FLORIDA

DRAFT CAPITAL IMPROVEMENTS PROGRAM

FY2020 - 2024

For Adoption October 20, 2020

	A	D	E	F	G	H	I	J	K	L	M	N
6–8	**General Project Description With Phase Descriptions**	**FY20/21**	**Source**	**FY 21/22**	**Source**	**FY 22/23**	**Source**	**FY 23/24**	**Source**	**FY 24/25**	**Source**	**Beyond Current Budget**
9	**WATER PROJECTS**											
10	System-wide Water Mains Improvments	$1,090,384	USDA Grant									
11		$0	USDA Loan									
12	**Sub-Total**	**$1,090,384**		**$0**		**$0**		**$0**		**$0**		
13	**WATER SYSTEM MAINTENANCE**											
14	Staff implemented water system projects	$25,000	Water Ent.	$25,000	Water Ent.	$25,000	Water Ent.	$25,000	Water Ent.	$25,000	Water Ent.	
15	**Sub-Total**	**$25,000**		**$25,000**		**$25,000**		**$25,000**				
16	**TOTAL WATER PROJECTS**	**$1,115,384**		**$25,000**		**$25,000**		**$25,000**				
17	**PARKS PROJECTS**											
18	**Park Infrastructure Fund**	$5,000	GF	$5,000	GF	$5,000	GF	$5,000	GF	$5,000	GF	
19	**Sample Park**											
20	Phase II Improvements			$50,000	FRDAP							
21	Boat Ramp Replacement			$150,000	FBIP							
22	**Gunter Park**											
23	Phase II Improvements	$50,000	FRDAP									
24	**Bruce Martin Park**											
25	Phase II Improvements			$50,000	FRDAP							
26	**Detour Road Ball Park**											
27	Phase I Improvements	$50,000	FRDAP									
28	Phase II Improvements					$50,000	FRDAP					
29	**Veterans Park**											
30	Phase I Project - Gazebo/Picnic Shelter			$50,000	FRDAP							
31	Landscaping	$10,000	GF									
32	**Total**	**$115,000**		**$305,000**		**$55,000**		**$5,000**		**$5,000**		
33	**PUBLIC WORKS**											
34	Vehicle Pick up Replacement Purchases			$32,500	GF					$32,500		$32,500
35	New Utility System Billing Software	$30,000	Reserve/GF									
36	Walk Behind Brush Cutter	$3,260	GF									
37	**Sub-Total**	**$33,260**		**$32,500**		**$0**		**$0**		**$32,500**		**$98,260**
38	**Street Resurfacing Program**											
39	Resurfacing Projects No. 1 & 2	$400,000	Res/GT									
40	Paving of Unpaved Streets	$150,000	Res/GT									
41	**Sub-Total**	**$550,000**		**$0**		**$0**		**$0**		**$0**		
42	**Reserved for future projects**											
43	S.R.17 Scenic Hwy. Sewer Poject - Re-design	$60,000	SRF Loan									
44	S.R.17 Scenic Hwy. Sewer - Construction (80%)			$4,000,000	SRF Grant		SRF					
45	S.R.17 Scenic Hwy. Sewer - Construction (20%)			$1,000,000	Res./Loan							
46	**Sub-Total**	**$60,000**		**$5,000,000**		**$0**		**$0**		**$0**		
47	**CDBG Neighborhood Revitalization**											

	A	D	E	F	G	H	I	J	K	L	M	N
48	Stormwater Drainage Project	$650,000	HUD Grant									
49	Additon Needed for Project	$14,000	GF									
50	**Sub-Total**	**$664,000**		**$0**		**$0**		**$0**		**$0**		
51	**PUBLIC WORKS PROJECTS**	**$1,307,260**		**$5,032,500**		**$0**		**$0**		**$32,500**		**$98,260**
52												
53												
54												
55												
56	**TOWN OF LAKE HAMILTON, FLORIDA**											
57	***DRAFT CAPITAL IMPROVEMENTS PROGRAM***											
58	***FY2020 - 2024***											
59	***For Adoption October 6, 2020***											***Page 2***
60												
61	**General Project Description**											
62	**With Phase Descriptions**	**FY20/21**	**Source**	**FY 21/22**	**Source**	**FY 22/23**	**Source**	**FY 23/24**	**Source**	**FY 24/25**	**Source**	**Beyond the Current Budget**
63	**POLICE**											
64	**Vehicle Replacement Program**											
65	Police cruisers multi-year lease program			$40,000	GF	$40,000	GF	$40,000	GF	$40,000	GF	$40,000
66	PD Radio Upgrade project	$14,000	GF	$14,000	GF	$14,000	GF	$14,000	GF	$14,000	GF	
67												
68	**Total**	**$14,000**		**$54,000**		**$54,000**		**$54,000**		**$54,000**		**$40,000**
69												
70	**FACILITIES**											
71	Storage Facility	$150,000	Reserve									
72	Town Hall Landscaping	$15,000		$15,000		$10,000						
73												
74	Hunt Memorial Community Center											$600,000
75	**Total**	**$165,000**		**$15,000**		**$10,000**						**$600,000**
76												
77	**TOWN CLERK**											
78	Town Car											
79	**Total**	**$0**		**$0**								
81	**TOTALS BY YEAR**	**$2,716,644**		**$5,101,500**		**$64,000**		**$54,000**		**$86,500**		**$738,260**

82 **Funding Codes:**

83 FRDAP - Florida Recreation
84 DevelopmentAssistance Program
85 FBIP - Florida Boating Improvement Program
86 GF - General Fund
87 GT - Gas Taxes
88 Reseves - Town unrestricted reserves