



Town of Lake Hamilton
Town Council Regular Meeting Agenda – May 7, 2024

Time: 6:00 P.M.
Location: Town Council
Chambers 100 Smith Avenue

MAYOR MICHAEL KEHOE – VICE MAYOR CORA ROBERSON
COUNCIL MEMBERS, PATRICK SLAVEN, MARLENE WAGNER

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. SPECIAL COUNCIL ACTION**

A. Council Vacancy – Fill Council Seat 2, per Town Charter, Section 2.07 (page 3)

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. April 2, 2024, Regular Meeting Minutes (pages 4-8)**
B. Move the July 2nd Regular Meeting Date (page 9)

7. PUBLIC COMMENT – NON-AGENDA ITEMS (Limited to 3 Minutes)

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.

8. OLD BUSINESS

- A. Public Hearing and Second Reading of Ordinance O-2024-7 Eagle Trace Annexation 60 Acres (pages 10- 15)**

9. NEW BUSINESS

- A. Appointment of Vice-Mayor per Town Charter, Section 2.04 (b) (page 16)**
B. First Reading of Ordinance O-2024-8 Comprehensive Plan Amendment 24-16ESR (pages 17- 22)
C. The approval of Reduction in Liens for 1121 Martin Street (pages 23- 24)
D. The approval to Rescind current Personnel Policy (page 25)
E. The approval of Mutual Aid Agreement (pages 26- 32)
F. The approval of New Duke Energy Lighting Contract (pages 33-43)

- G. The approval of the Developer Agreement for Hamilton Bluffs (pages 44- 64)*
- H. The approval of the Lake Hamilton Ball Field Usage and Fee Schedule (pages 65- 85)*
- I. The approval to hire recruitment services to search for Town Administrator (page 86)*

10. **10. STAFF REPORTS**

TOWN ADMINISTRATORS REPORT
TOWN CLERK
REPORT 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

Town Council

Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Kehoe, Mayor

AGENDA ITEM: Council Vacancy - Fill Council Seat 2, per Town Charter, Section 2.07

MEETING DATE: May 7, 2024

SUMMARY: Town Charter, Section 2.07. Vacancies, Filling of Vacancies.

If a vacancy occurs for any reason on the membership of the Council, as long as the Council is not reduced to less than a quorum, the town council shall appoint a replacement to fill the seat until the next municipal election. If at any time the membership of the Council is reduced to less than a quorum, a special election must be held within ninety (90) days from the date which reduced the Council to less than a quorum. In the event that all seats on the council become vacant, the Governor of the state of Florida shall appoint an interim Council which shall serve until the next regular election.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐ **OTHER** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

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

RECOMMENDATION: As approved per the Town Charter

SUPPORTING DOCUMENTS ATTACHED: YES: ☐ NO: ☐ N/A: ☐

**TOWN OF LAKE HAMILTON
MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, APRIL 2, 2024
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday April 2, 2024, 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 Council Member Patrick Slavens.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by all.

ROLL CALL

Council Member Larry Tomlinson, Council Member Patrick Slavens, Vice Mayor Roberson and Mayor Michael Kehoe were present. Council Member Marlene Wagner was absent. Vice Mayor Cora Roberson arrived at 6:02 pm.

Staff: Town Administrator Interim Michael Teague, Attorney Heather Maxwell, Town Clerk Jacqueline Borja, Public Works Director Patrick Henry and Town Planner Chris Kirby were present.

PROCLAMATION

Water Conservation Month Proclamation was given by Mayor Kehoe

CONSENT AGENDA

Motion made by Council Member Slavens and second by Council Member Tomlinson approved March 5, 2024, Regular Council Meeting Minutes with corrections, March 5, 2024, Council Workshop Minutes, March 20, 2024 Special Council Meeting Minutes and March 21, 2024 Bid Opening for ITB Bd 2024-02 Meeting Minutes. **Motion Passed 4-0**

RECOGNITION OF CITIZENS

Antonio Guzman 1045 Main St.
Charles Dubose 1300 Detour Rd.

NEW BUSINESS

The Swearing In of three Police Officers and the Promotion of a Police Officers.

The Town Clerk Borja swore in the three officers: Travis Clark, Nicole Peana and DiGiovanni. The officer Jose Ortiz-Gonzalea was promoted to Sergeant by Lt. Votour.

First Reading of Ordinance O-2024-07 Eagle Trace Annexation 60 Acres.

Attorney Maxwell read the title for the record.

Ordinance O-2024-7: 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 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 1,300 FEET EAST OF DETOUR ROAD ON THE SOUTHSIDE OF LAKE HATCHINEHA ROAD CONTAINING 60 ACRES.

Public Hearing and Resolution R-2024-03 Scenic Terrance Phase 4 Final Plat.

Attorney Maxwell noted that the name on the plat needs to be changed to the representative's name.

RESOLUTION R-2024-3: A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "SCENIC TERRACE SOUTH PHASE 4" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES; AND ESTABLISHING AN EFFECTIVE DATE.

Town Planner Kirby presented the Scenic Terrance Phase 4 Final Plat.

Attorney Maxwell read the title for the record; opened the public hearing, with no comments the public hearing was closed.

Motion made by Slavens and a second by Roberson to approve Resolution R-2024-03 Scenic Terrance Phase 4 Final Plat with the changes recommended by the Town Attorney.

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

Town Hall Building Department Addition Building Bid 2024-02 Update

The staff requires modifications to the plans for the Town Hall Addition. Town Attorney Maxwell recommended rejection of bids received for the Town Hall Building Department Addition and void the bid process to give the administration time to modify plans.

Motion made by Slavens and a second by Roberson to approve rejection of bids received for the Town Hall Building Department Addition Building Bid 2024-02 and authorize the Town Administrator Interim to re-bid the project with modifications.

The Council was all in consensus. **Motion Passed 4-0.**

Motion made by Roberson and a second by Tomlinson to approve a limit of \$5,000 to correct modifications. The Council was all in consensus. **Motion Passed 4-0**

Town of Lake Hamilton Job Classifications plan and Job Description.

The Town Administrator Interim recommended the update of the Town's Job classification and number of employees for this budget year. The Public Works Director presented the job classification plan to Council.

Motion made by Slavens and a second by Roberson to approve the updated Town's Job classification plan recommended by the Town Administrator Interim.

The Council was all in consensus. **Motion Passed 4-0.**

Upgrade Tasers Contract for the Police Department

The Town Administrator Interim recommended the upgrade of the Tasers Contract for the police department for a new 5-year contract and training for 12 Units in the amount of \$75,325.21. The financial impact is 21 for CIP first year 2024-2025 budget year \$10,803.86. Actual Cost is \$99.00 per officer per month of all training and warranties.

Motion made by Roberson and a second by Tomlinson to approve the new 5-year Taser Contract in the amount of \$75,325.21.

The Council was all in consensus. **Motion Passed 4-0.**

Consideration of Mediated Settlement Agreement and Release for case number 2023-CA-001408, Watts v. Town of Lake Hamilton.

A mediation was held on March 28, 2024, for case number 2023-CA-001408, Watts v. Town of Lake Hamilton, regarding an accident that involved a Lake Hamilton Police Officer and Mr. Watts. The Town's insurer has approved the proposed settlement. Staff recommend approval of Mediated Settlement Agreement and Release for this case.

Motion made by Roberson and a second by Kehoe to approve Mediated Settlement Agreement and Release for this case.

A roll call was taken, Slavens aye, Tomlinson aye, Roberson aye, Wagner aye and Kehoe aye. **Motion Passed 5-0.**

Parks & Recreation Advisory Recommendation for Centennial Events & July 2nd Independence Day Event

The Parks and Recreation Advisory Board sent recommendations to the Council for the Town of Lake Hamilton Centennial events and the July the 2nd Independence Day Event. The following events were recommended:

It was decided to do one event each month starting in November of 2024 and ending in June 2025 for the Lake Hamilton Centennial.

November: The board recommended making a proclamation for the 100 years and having the council dress all in black at the meeting. It recommended to contact PGTV to see about their support of documenting the 100-year anniversary of Lake Hamilton and the Proclamation. The board would like to have the event on November 9th, 2024.

December: The board recommended making a large bonfire and having an ugly sweater contest and caroling in addition to the Tree Lighting Ceremony.

January: A float for the MLK Jr. Parade.

February: Fishing Tournament.

March: A comedy show on March 21st. It was recommended to hire a comedian and charge for admission to the show and have food vendors present with cost for spaces to help cover the event cost. It was recommended to hold it in the ballfield and cover charge could be collected at the gate. It was mentioned a stage would be necessary and could ask to rent it from the County.

April: There was discussion regarding a photo contest with citrus event on April 11th.

May: A carnival was discussed for the month of May.

June: An art and photo contest of historical homes and buildings was discussed for the month of June.

Homes/Buildings must be 100 years old. Paintings would happen that same day, pictures to be submitted by a time indicated for entering. There was discussion regarding a prize for each winner and recommended letting their artwork be displayed at the Town Hall for the winners.

July: Independence Day fireworks.

Lake Hamilton July 2nd Independence Day Event Recommendation:

The board discussed how they would like to avoid duplication of Food truck and vendors for the exception beverage vendors. The board also noted they would like to reach out to the vendors who participated in the MLK event this year to be part of the July 2nd Independence Day event. The board would like craft vendors for activities like corn for families to participate in. Since last year's event was extremely hot, the board said they would like to add tents with outdoor ac cooling areas and tables with chairs. The board would also like the signage to be posted 2 weeks in advance and there be signs at the event's entrance.

The board would like to make a recommendation to start the food vendors process as soon as possible, craft vendors, corn in the hole family activists and provide tents with cooling stations.

The council discussed the events.

Public Hearing and Resolution R-2024-04 July 2nd Independence Day Celebration

RESOLUTION R-2024-4: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, REGARDING THE THIRD-PARTY SALE AND PUBLIC CONSUMPTION OF ALCOHOL ON TOWN PROPERTY DURING THE 2024 JULY CELEBRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Maxwell read the title for the record; opened the public hearing, with no comments the public hearing was closed.

Motion made by Roberson and a second by Slavens to approve Resolution R-2024-04 July 2nd Independence Day Celebration.

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

STAFF REPORTS:

Town Administrator- Town Administrator Interim Teague gave an overview staff report. He also thanked the staff for all their hard work. He mentioned to the council he is looking into a user-friendly website for the town. He updated the council that Water Tank Road and Detour Road will be closed for 3 months in May. He also said that Kokomo Road will be closed for 30 days. He also mentioned the Code Enforcement Officer Lisa will be working for the Town of Lake Hamilton and special magistrate will start once again.

Town Clerk- Town Clerk Borja the chamber will be hosting 2024 Legislative Wrap-Up Breakfast, featuring Senator Colleen Burton and State Representative Josie Tomkow, on Friday, April 5th for breakfast 9-11 am in the Tom Fellows center in Davenport. The Ridge dinner will be on April 11th in the RP Funding Center in Lakeland. The chamber luncheon will be on April 11th in Lake Eva Center in Haine City. Reminder that the Form 6 Deadline is in July. Council Member Roberson asked who will be attending to carpool.

Police Department- Included in Packet.

Community development- Included in Packet

Public Works- Included in Packet. Mentioned that there were improvements to the Town's Parks; light fixtures were changed and mulch replacement. Council Member Roberson brought her concerns regarding bulk pick up trash and how she saw bulk trash on vacant lots around town. Public Works Director recommended public outreach out and reinforcement of the rules of bulk pick up.

TOWN ATTORNEY COMMENTS: Mentioned there is housekeeping currently underway and it has been a busy month.

COUNCIL COMMENTS: Mayor made recommendation to amend prior motion to approve Resolution R-2024-03 Scenic Terrance Phase 4 Final Plat with conditions that the development is fenced in.

Motion made by Slavens and a second by Roberson to approve the amendment of the prior motion of the Resolution R-2024-03 Scenic Terrance Phase 4 Final Plat with conditions that the development is fenced in.

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

Council Member Slavens reported the kid's playground was damaged and asked what the plans are to revitalize the playground.

Council Member Roberson asked what the plans for the community center are.

Council Member Tomlinson asked why there were unfinished sidewalks around town. Town Administer Interim Teague mentioned it was due to lack of funds and developments not being required to installed them.

ADJOURNMENT:

Motion made by Roberson and a second by Kehoe to adjourn the meeting at 7:35 PM. **Motion Passed 4-0.**

ATTEST:

Michael Kehoe, Mayor

Jacqueline Borja, Town Clerk

Micheal Teague, Town Administrator Interim



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Kehoe, Mayor

AGENDA ITEM: Move the July 2nd Regular Meeting

MEETING DATE: May 7, 2024

SUMMARY: Due to Independence Day celebration on July 2nd, it is recommended to move the July Regular Meeting to July 9, 2024.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐ **OTHER** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

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

RECOMMENDATION: Approve

SUPPORTING DOCUMENTS ATTACHED: YES: ☐ NO: ☐ N/A: ☐



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Chris Kirby, Town Planner

AGENDA ITEM: Second Reading of Ordinance O-24-07, Eagle Trace Annexation 60 Acres

MEETING DATE: May 7, 2024

SUMMARY: Annexation of 60 contiguous acres described as Eagles Trace Phase 3

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐ **OTHER** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

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

RECOMMENDATION: Approve Annexation

SUPPORTING DOCUMENTS ATTACHED: YES: ☐ NO: ☐ N/A: ☐

ORDINANCE O-24-07

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 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 1,300 FEET EAST OF DETOUR ROAD ON THE SOUTHSIDE OF LAKE HATCHINEHA ROAD CONTAINING 60 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 ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

1. That the Town Council of the Town of Lake Hamilton does hereby annex into the corporate limits of the Town of Lake Hamilton, Florida, 4 parcels owned by the Cassidy Land Development, LLC and consisting of a total of 58.70 acres, described as follows:

Parcel Number: 272822-000000-031020, 272822-000000-014030, 272822-000000-013030

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

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

Ordinance O-24-07
Page 2

and made a part of the Ordinance.

3. All ordinances in conflict herewith are hereby repealed.
4. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provision and portions of this ordinance shall remain in full force and effect.
5. This ordinance shall take effect upon adoption.

INTRODUCED on first reading this 2nd day of April, 2024.

PASSED on second reading this _____ day of _____, 2024.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

JACQUELINE BORJA, TOWN CLERK

Approved as to form:

HEATHER CHRISTMAN, TOWN ATTORNEY

Ordinance O-24-07
Page 3

Record of Vote	Yes	No
Roberson	_____	_____
Kehoe	_____	_____
Slavin	_____	_____
Wagner	_____	_____

Exhibit A

Eagles Trace Phase 3 Annexation Map and Legal Description



Ordinance O-24-07
Page 5

**Eagle Trace Phase 3 - Modification - Annexation
Legal Descriptions**

Parcel Number: 272822-000000-014030 (Per Book 07746, Pages 0489 – 0490):

Parcel One:

The NW 1/4 of the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of the NE 1/4, and the NE 1/4 of the SE 1/4 of the NW 1/4, and the South 1/2 of the NE 1/4 of the NW 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

TOGETHER WITH that certain Non-Exclusive Access Easement dated March 1999, between Vivian L. Haren, as grantor, and Alternate 27 Dundee Grove Partnership, a Florida general partnership, as grantee, as recorded in OR Book 4201 at page 1148, public records of Polk County, Florida.

Parcel Number: 272822-000000-031020 (Per Book 07746, Pages 0489 – 0490):

Parcel Two:

The NW 1/4 of the NE 1/4 of the NW 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, Less and Except road right of way for State Road 542.

Parcel Number: 272822-000000-013030 (Per Book 9908, Pages 0263 – 0266):

The Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, Less State Road right-of-way as described in O.R. Book 455, Page 427, public records of Polk County, Florida.



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Kehoe, Mayor

AGENDA ITEM: Appointment of Vice-Mayor per Town Charter, Section 2.04 (b)

MEETING DATE: May 7, 2024

SUMMARY: Town Charter, Section 2.04 (b), Appointment of Vice-Mayor

The Vice-Mayor, who shall be selected the first meeting after the election (each May), from Members of the Town Council by majority vote of the Council, shall act as Mayor during the absence or disability of the mayor and if a vacancy occurs or exists in the office of Mayor a special election shall be called within 90 days of the vacancy.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐ **OTHER** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

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

RECOMMENDATION: As approved per the Charter

SUPPORTING DOCUMENTS ATTACHED: YES: ☐ NO: ☐ N/A: ☐



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Chris Kirby, Town Planner

AGENDA ITEM: Ordinance O-2024-08 Comprehensive Plan Amendment 24-16ESR

DATE: May 7th, 2024

SUMMARY & RECOMMENDATION : Comprehensive Plan Amendment amending the Towns current Future Land Use Map from Agriculture Lands to Residential Lands –5. Staff recommends approving Ordinance O-2024-08

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

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

RECOMMENDATION: Approve

ATTACHMENTS: Ordinance O-2024-08

ORDINANCE O-2024-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON FLORIDA SAID AMENDMENT BEING KNOWN AS 24-16ESR, AMENDING THE CURRENT AND FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL LANDS TO RESIDENTIAL LANDS - 5 FOR 120.0 ACRES OF LAND LOCATED 1300' EAST OF DETOUR ROAD ADJACENT TO THE SOUTH SIDE OF LAKE HATCHINEHA ROAD; TRANSMITTING SAID ADMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMPLIANCE REVIEW; PROVIDING FOR SEVERALBILITY; AND PROVIDNG FOR 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. RECITALS.

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

SECTION 2. AMENDMENT TO THE COMPREHENSIVE PLAN.

The Town of Lake Hamilton Comprehensive Plan, Future Land Use Map is hereby amended as set forth in Exhibit "A".

SECTION 3. SEVERABILITY.

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

SECTION 4. COPY OF ORDINANCE ON FILE.

A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES.

That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall become effective on the 31st day after its adoption by the Town Council of the Town of Lake Hamilton unless challenged by an affected person within 30 days after adoption. If challenged with 30 days after adoption, this Ordinance will not become effective until the state land planning agency or the Administration Commission, respectively, issues a formal determination that the adopted small scale development amendment is in compliance.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN.

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

INTRODUCED AND PASSED on first reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this 7th day of May 2024.

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 May 2024.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST:

JACQUELINE BORJA, TOWN CLERK

Approved as to form:

HEATHER MAXWELL, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson		
Kehoe		
Slavens		
Wagner		

Exhibit A

Parcel Number: 272822-000000-014030 (Per Book 07746, Pages 0489 – 0490):

Parcel One:

The NW 1/4 of the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of the NE 1/4, and the NE 1/4 of the SE 1/4 of the NW 1/4, and the South 1/2 of the NE 1/4 of the NW 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

TOGETHER WITH that certain Non-Exclusive Access Easement dated March 1999, between Vivian L. Haren, as grantor, and Alternate 27 Dundee Grove Partnership, a Florida general partnership, as grantee, as recorded in OR Book 4201 at page 1148, public records of Polk County, Florida.

Parcel Number: 272822-000000-031020 (Per Book 07746, Pages 0489 – 0490):

Parcel Two:

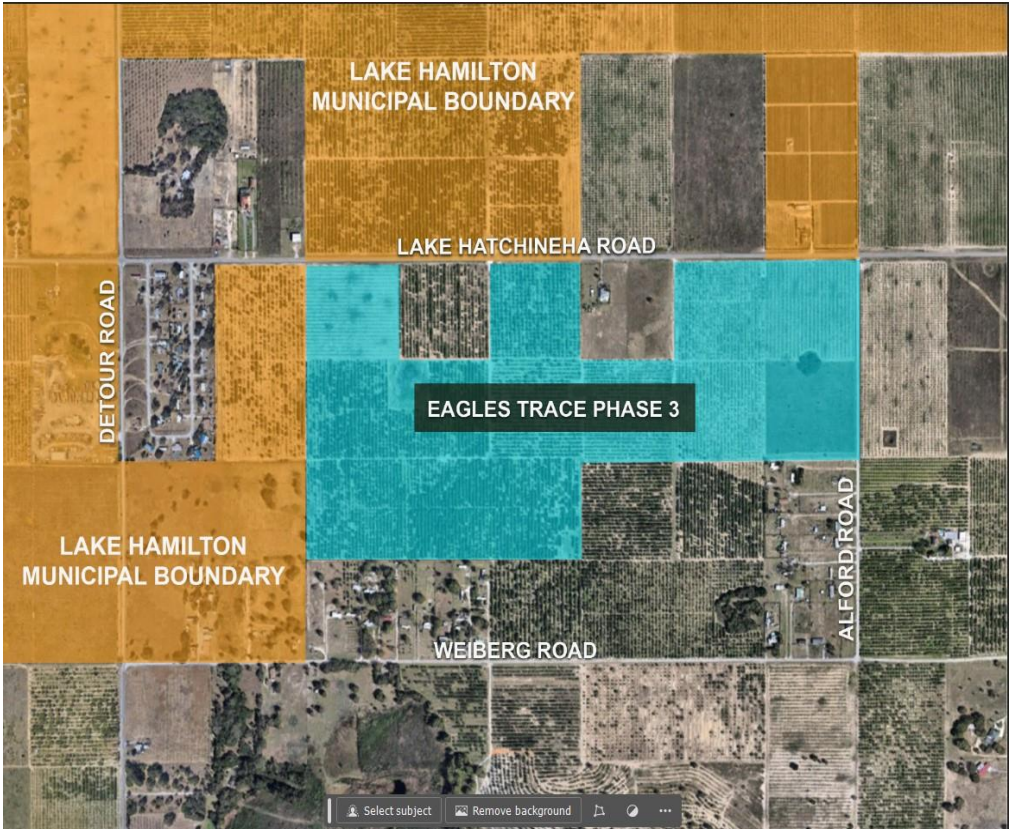
The NW 1/4 of the NE 1/4 of the NW 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, Less and Except road right of way for State Road 542.

Parcel Number: 272822-000000-013030 (Per Book 9908, Pages 0263 – 0266):

The Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, Less State Road right-of-way as described in O.R. Book 455, Page 427, public records of Polk County, Florida

<u>Parcel ID Number</u>	<u>Taxing District</u>	<u>Acreage</u>	<u>Property Owner</u>
319_272822-000000-011030	Polk -Unincorp	29.75	Cassidy Property Investments, LLC 346 E. Central Avenue Winter Haven, FL 33880
329_272822-000000-011020		9.68	
TOTAL		39.43	
323_272822-000000-011010	Polk -Unincorp	9.31	Cassidy Holdings, LLC (75%) and Cassidy Holdings Group, Inc. (25%) 346 E. Central Avenue Winter Haven, FL 33880
421_272822-000000-013040	Polk -Unincorp	9.96	McGrady Road Investment, LLC 346 E. Central Avenue

			Winter Haven, FL 33880
TOTAL FOR ALL		120	





Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Teague, Intern Town Administrator

AGENDA ITEM: Reduction in Liens for 1121 Martin Street

DATE: April 25, 2024

SUMMARY & RECOMMENDATION : Accept payment of \$9559.88 for Lien reduction on Code Case location is 1121 Martin Street

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

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

RECOMMENDATION: Yes

ATTACHMENTS: Yes

Thursday, February 15, 2024 at 08:45:06 Eastern Standard Time

Subject: 1121 Martin St
Date: Thursday, February 15, 2024 at 7:49:20 AM Eastern Standard Time
From: Steven Hunnicutt
To: Teresa Keenan
Attachments: image001.png, image002.jpg, image003.gif

Teresa,

Good Morning,

You requested a Lien Search for 1121 Martin, there are bleeding Liens attached to Faith Based Investments LLC, that may impact other properties. If this is not the property he is refinancing, do you know if this is the property that would impact his re-financing?.

After researching the Liens, I can reduce the utility lien from \$723.90 to \$360.00, and the Code Lien from \$75,099.88 to \$9,199.88. I can remove the utility lien from here, the recorded lien, I would have to have the Polk County Clerk of Courts do a Release of Lien, but it must be paid in advance.

Please advise.

Thanks

Steven M Hunnicutt

Steven M Hunnicutt, ICMA, FCCMA

Town Administrator | Town of Lake Hamilton

Email: shunnicutt@townoflakehamilton.com

100 Smith Avenue

Tel: (863)439-1910

Cell: (863)326-3082

Visit us online at [https://link.edgepilot.com/s/8bdf8e03/PLG83Uf9lUOgffOJe91GWw?](https://link.edgepilot.com/s/8bdf8e03/PLG83Uf9lUOgffOJe91GWw?u=http://www.townoflakehamilton.com/)

[u=http://www.townoflakehamilton.com/](http://www.townoflakehamilton.com/)



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SMALL TOWN BIG on COMMUNITY



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Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Teague, Interim Town Administrator

AGENDA ITEM: Personnel Policy

MEETING DATE: May 7, 2024

SUMMARY: I am requesting that the Town Council resend the current Personnel Policy adopted by the Council by Resolution R-2023-20 on October 3, 2023 and divert back to the previous policy dated in 2018.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐ **OTHER** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

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

RECOMMENDATION: Approve

SUPPORTING DOCUMENTS ATTACHED: YES: ☐ NO: ☐ N/A: ☐



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Patrick Henry, Public Works Director

AGENDA ITEM: Mutual Aid Agreement

DATE: April 23, 2024

SUMMARY & RECOMMENDATION : Mutual Aid Agreement for the Town to participate in FlaWarn, Florida's Water/Wastewater Agency Response Network.

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain: Agreement to pay for services provided to the Town or receive payment for services the Town provides to another participant.

RECOMMENDATION: Please approve

ATTACHMENTS: Yes

MUTUAL AID AGREEMENT FOR WATER/WASTEWATER

ARTICLE I. PURPOSE

The Water/Wastewater Mutual Aid Program was established to provide a method whereby water/wastewater utilities sustaining physical damage from natural or man made disasters could obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water/wastewater utilities. The purpose of this Agreement is to formally document such program.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Water/Wastewater Mutual Aid Agreement. The original agreement and all signatory pages shall be kept at TREEO Center 3900 SW 63rd Blvd., Gainesville, FL 32608
- B. PARTICIPATING UTILITY – Any Water/Wastewater utility which executes this Mutual Aid Agreement.
- C. DAMAGED UTILITY – Any Participating Utility which sustains physical damage to its water/ wastewater system due to a natural or manmade disaster and seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Damaged Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board to request or offer assistance under the terms of this Agreement. (A list of the Authorized Representatives for each Participating Utility shall be attached to this Agreement as Appendix A)
- F. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Assisting Utility from any point for the purpose of travelling to the Damaged Utility in order to provide assistance and ending upon the return of all personnel of the Assisting Utility, after

providing the assistance requested, to their residence or place of Work, whichever is first to occur.

- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by Federal Emergency Management Agency under the response and recovery directorate applicable to major disasters and emergencies.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used by the Damaged Utility to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Assisting Utility will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

ARTICLE III. PROCEDURE

In the event that a particular utility becomes a Damaged Utility, the following procedure shall be followed:

- A. The Damaged Utility shall contact the Authorized Representative of one or more of the participating utilities and provide them with the following information:
 - 1. a general description of the damage sustained;
 - 2. the part of the water/wastewater system for which assistance is needed;
 - 3. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 4. the present weather conditions and the forecast for the next twenty-four hours; and
 - 5. a specific time and place for a representative of the Damaged Utility to meet the personnel and equipment of the Assisting Utility.
 - 6. The identification of Work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- B. When contacted by a Damaged Utility, the Authorized Representative of a Participating Utility shall assess his utility's situation to determine whether it is capable of providing assistance. No Participating Utility shall be under any obligation to provide assistance to a Damaged Utility. If the Authorized Representative determines that the Assisting Utility is capable of and willing to provide assistance, the Assisting Utility shall so notify the Authorized Representative of the Damaged Utility and providing the following information:
1. a complete description of the personnel, equipment and materials to be furnished to the Damaged Utility.
 2. the estimated length of time the personnel, equipment and materials will be available;
 3. the work experience and ability of the personnel and the capability of the equipment to be furnished;
 4. the name of the person or persons to be designated as supervisory personnel; and
 5. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Damaged Utility.
- C. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Utility. In instances where only equipment is provided by the Assisting Utility, the ownership of said equipment shall remain with the Assisting Utility and said equipment shall be returned to the Assisting Utility immediately upon request. Representatives of the Damaged Utility shall suggest Work assignments and schedules for the personnel of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the

operation and maintenance of the equipment furnished by the Assisting Utility, and report Work progress to the Damaged Utility.

- D. The Damaged Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of departure from their regularly scheduled Work location until the time of return to their regularly scheduled Work location. The food and shelter provided shall be subject to the approval of the supervisory personnel of the Assisting Utility. If not agreeable, food and shelter shall be provided and paid for as determined by mutual agreement.
- E. The Damaged Utility shall have the responsibility of providing communications between the personnel of the Assisting Utility and the Damaged Utility.

ARTICLE IV. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules and regulations. The Damaged Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the SCHEDULE OF EQUIPMENT RATES established and published by FEMA. If an Assisting Utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of Equipment Rates it shall provide such rates to the Damaged Utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.

- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by negligence of the Assisting Utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Damaged Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the requesting utility for all expenses not later than ninety (90) days following the Period of Assistance. The requesting utility shall pay the bill in full not later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-fifth (45th) day following the billing date, and once delinquent shall accrue interest at the rate of prime plus two percent (2%) per annum as reported by the Wall Street Journal.
- E. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan. Only the disputed portions should be sent to arbitration under Article VI.

ARTICLE V. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VI. ARBITRATION

All disputes between two or more participating utilities arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement which are participating utilities, excluding those members that are parties to the dispute.

Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member.

The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. The decision of the panel shall be final and binding upon the parties to the dispute.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Water/ Wastewater Mutual Aid Agreement this _____ day of _____, 20 ____ .

Water/Wastewater Utility Representative(s):

By: _____

By: _____

Title: _____

Title: _____

Please Print Name

Please Print Name

Name of Participating Utility: _____

Please Print Name of Utility



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Teague, Intern Town Administrator

AGENDA ITEM: Duke Energy Lighting Contract

DATE: April 25, 2024

SUMMARY & RECOMMENDATION : New Lighting contract for roadway lights on Hughes Rd between Detour and Scenic Hwy

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐ If Yes, Please Explain: Ongoing monthly lease payment of \$95.94 for the lights. Install costs will be paid for by Cassidy Development

RECOMMENDATION: Yes

ATTACHMENTS: Yes



FLO1 LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF LAKE HAMILTON
TEAGUEM@TOWNOFLAKEHAMILTON.COM

Project Information:
000 MAIN ST STREET LIGHTING
LAKE HAMILTON Florida 33851

..

Account Number:
9100 8792 0503

Work Order Number:
53088507

Duke Energy Representative Contact Info:
Ben Davis

This Lighting Service Agreement is hereby entered into this 2nd day of April, 2024, between Duke Energy (hereinafter called the "Company") and TOWN OF LAKE HAMILTON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	95.94	0.00	0.00	11512.80	95.94

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	009	Light Fixture Roadway LED 110W Gray Type III 3000K serv	5.85	1.39	3.42	10.66	95.94
		Rental, Maintenance, F&E Totals:	\$52.65	\$12.51	\$30.78		
		Estimated Change to Base Monthly Charge Total					\$95.94

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Outdoor lighting Terms and Conditions

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



FLO1 LIGHTING SERVICE AGREEMENT

Customer Information:
TOWN OF LAKE HAMILTON
TEAGUEM@TOWNOFLAKEHAMILTON.COM

..

Project Information:
000 MAIN ST STREET LIGHTING
LAKE HAMILTON Florida 33851

Account Number:
9100 8792 0503

Work Order Number:
53088507

Duke Energy Representative Contact Info:
Ben Davis

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To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

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Customer Signature _____

Date Signed _____

Duke Energy Representative _____

Date Signed _____

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Summary of Estimated Charges					
Minimum Service Term	Initial Monthly Cost	Total Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	95.94	0.00	0.00	11512.80	95.94

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	009	Light Fixture Roadway LED 110W Gray Type III 3000K serv	5.85	1.39	3.42	10.66	95.94
		Rental, Maintenance, F&E Totals:	\$52.65	\$12.51	\$30.78		
		Estimated Change to Base Monthly Charge Total					\$95.94

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Outdoor lighting Terms and Conditions

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If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

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Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
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Additional Charges:

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Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

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5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Teague, Intern Town Administrator

AGENDA ITEM: Developer Agreement for Hamilton Bluffs

DATE: April 25, 2024

SUMMARY & RECOMMENDATION : Developer Agreement for Hamilton Bluffs for Water and Wastewater

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

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

RECOMMENDATION: Yes

ATTACHMENTS: Yes



DEVELOPER AGREEMENT FOR WATER & WASTEWATER UTILITY SERVICE (HAMILTON BLUFF)

THIS DEVELOPER AGREEMENT FOR WATER & WASTEWATER UTILITY SERVICE (HAMILTON BLUFF PHASES 1,2,3) (the "Agreement") is made and entered into this ____ day of _____, 2024, by and between the TOWN OF LAKE HAMILTON, a Florida municipal corporation, whose address is P.O. Box 126, 100 Smith Avenue, Lake Hamilton, FL 33851 (the "TOWN") and GLK HAMILTON BLUFF, LLC, whose address is 346 East Central Avenue, Winter Haven, FL 33880 (the "DEVELOPER").

RECITALS

1. The DEVELOPER owns approximately 249.11 acres of land located between Hatchineha Road on the south and Kokomo Road on the north with Scenic Highway (State Road 17) as its western boundary and its eastern boundary three-eighths (3/8) of a mile east of Detour Road, as more particularly described in Exhibit "A" attached hereto (the "Property").

2. The DEVELOPER intends to develop HAMILTON BLUFF, a residential development project composed of One Thousand Two Hundred twenty-one (1,221) single-family homes to be located on the Property (the "Project").

3. The DEVELOPER has submitted applications and plans for Comprehensive Plan Amendments that have been approved by the TOWN, and also a Planned Unit Development application and plan that has been approved.

4. The DEVELOPER represents that it expects to develop the Property in accordance with the TOWN's Land Development Regulations and other policies in several phases, and the TOWN agrees to provide water and wastewater utility service for each phase, subject only to the requirements and obligations of Developer as set forth in this Agreement.

5. The DEVELOPER requested utility service with connections for potable water and wastewater utility service to the Property which is located within the TOWN'S Exclusive Utilities Service Area.

6. At present, the TOWN has adequate potable water facilities to serve the Project.

7. At present, the Town has adequate wastewater treatment and disposal facilities to serve Phases 1 and 2 of the Project, and is currently in the process of planning, designing and constructing additional phases of the central wastewater treatment and disposal facilities capable of serving Phase 3 of the Project. The TOWN has retained a Florida Registered Professional Engineer to assist with planning and cost estimates to design, build, and operate such additional phases of the central wastewater treatment and disposal facilities.

8. In accordance with Section 32-4(b) of the Lake Hamilton Code of Ordinances (the "Town Code"), the TOWN has a duty to provide potable water and wastewater service within the TOWN's Exclusive Utilities Service Area, including the Property, subject to the DEVELOPER's compliance with the TOWN's service extension regulations and policies.

9. The DEVELOPER shall obtain potable water and wastewater service from the TOWN subject to the provisions of this Agreement and payment of appropriate rates, fees, and charges as provided herein and in the Town Code.

10. This Agreement is entered into for purposes of establishing the terms by which (i) the DEVELOPER shall construct the Developer's Facilities (as defined in section 2 below) and convey such facilities to the TOWN.

ACCORDINGLY, in consideration of the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby AGREE as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this AGREEMENT.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:

2.1 "Assessment Ordinance" means Town Ordinance No. O-22-22, as may be amended from time to time and as may be codified in the Town Code.

2.2. "Contribution in Aid of Construction" means the sum of money, and/or property, represented by the value of the water treatment and distribution facilities and wastewater collection systems constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay and/or transfer to the TOWN, as a contribution in aid of construction, to induce the TOWN to continuously provide water and wastewater service to the Property.

2.3. "Developer's Facilities" means the Wastewater Collection and Transmission Facilities and the Water Distribution and Transmission Facilities. By way of explanation these facilities primarily consist of onsite collection and distribution pipelines and

appurtenances, as well as offsite water and wastewater transmission pipelines and appurtenances to be designed, permitted, and constructed by DEVELOPER.

2.4. [Intentionally Deleted]

2.5. "GPD" means gallons per day on an average annual basis.

2.6. "Plans and Specifications" means those documents and drawings prepared by DEVELOPER's engineer for the design and construction of certain Wastewater Collection and Transmission Facilities and Water Distribution and Transmission Facilities.

2.7. "Points of Delivery or Distribution" means the points where the pipes of the utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

2.8. "Potable Water" means water that has been treated to applicable, federal, state and local standards that is acceptable for human consumption.

2.9. "Project" means the project known as "Hamilton Bluffs" and depicted in Exhibit "B" attached hereto.

2.10. "Property" means the real property described in Exhibit "A" attached hereto.

2.11. "Public Lot" means (a) any individual lot that is the subject of a recorded subdivision plat and has been (i) improved with a residence or other structure for which the proper governing authority has issued a certificate of occupancy or (ii) conveyed by the DEVELOPER to a third party, or (b) any parcel that has been dedicated to the Town or any other governmental authority.

2.12. "Town Code" means the Lake Hamilton Code of Ordinances.

2.13. "Town Rate Ordinances" means all ordinances, either currently in effect or to be adopted in the future by the Town Council which establish and fix rates, fees, and charges for the TOWN's water and wastewater system.

2.14. "Wastewater" means water-carried wastes from residences, business buildings, institutions, industrial establishments and other customers of the TOWN Wastewater System.

2.15. "Wastewater Capital Charge" means a fee based on capital costs spent to provide wastewater and the impact that each individual structure(s) has on said system, as set forth from time to time in Town Rate Ordinances.

2.16. "Wastewater Collection and Transmission Facilities" means the onsite lines, pipes and appurtenant equipment constructed and installed by the DEVELOPER and any adjacent offsite facilities required to collect Wastewater from the Property and to transmit

it offsite to the Wastewater Treatment and Disposal Facilities, all in accordance with TOWN rules and regulations.

2.17. "Wastewater Treatment and Disposal Facilities" means the wastewater treatment plant and effluent disposal facilities to be constructed, owned and operated by TOWN on lands owned by the TOWN.

2.18. "Wastewater Service Capacity" means the rate of wastewater flow measured in GPD for which Wastewater Treatment and Disposal Facilities and associated Wastewater Collection and Transmission Facilities are designed and are capable of collecting, transmitting, treating, and disposing, in accordance with applicable governmental requirements and regulations.

2.19. "Water Impact Fee" means those fees and charges established and collected by the TOWN to recover the capital costs of all Water Treatment Facilities, as set forth from time to time in Town Rate Ordinances.

2.20. "Water Distribution and Transmission Facilities" means all lines, meters, pipes, and appurtenant equipment constructed or installed by the DEVELOPER as necessary to distribute potable water from the Water Treatment Facilities to the structures to be served within the Project, all in accordance with TOWN rules and regulations.

2.21. "Water Service Capacity" means the rate of water which can be pumped from the ground, treated to become potable, transmitted and distributed, where such amount is measured in gallons per day, based upon maximum daily domestic demand and fire flows.

2.22. "Water Treatment Facilities" means those facilities operated by the TOWN necessary to properly treat water to potable standards and store water prior to transmission and distribution.

SECTION 3. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the TOWN covenants and agrees that it will allow the connection of the Developer's Facilities to the central water and wastewater facilities of the TOWN in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and the Florida Department of Environmental Protection. The TOWN agrees that once it provides water and wastewater service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the TOWN will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water and wastewater systems of the TOWN. The DEVELOPER, its successors and assignees agree to timely and fully pay all then applicable monthly rates, fees, and charges to the TOWN and otherwise fully comply with the TOWN's rules,

regulations, and ordinances applicable to the provision of water and wastewater service. For each developed lot seeking TOWN services pursuant to this Agreement, DEVELOPER, its successors and assignees agree to timely pay applicable Water Impact Fees and Wastewater Capital Charges and connection fees based on rates in effect at the time actual connection of the applicable lot is made. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water or wastewater utility service to the Property during the period of time the TOWN, its successors and assignees, provide such utility service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land. Additionally, under the provisions of this Agreement, the TOWN shall have the sole and exclusive right and privilege to provide water and wastewater utility service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 4. DESIGN AND CONSTRUCTION OF DEVELOPER'S FACILITIES.

4.1. Approval of Developer's Plans and Specifications. DEVELOPER has previously engaged its own Florida Registered Professional Engineer to design, produce and submit to TOWN for its review, Plans and Specifications for the construction of the Developer's Facilities to serve the Project, including proposed Points of Delivery or Distribution, and the TOWN has approved said Plans and Specifications.

4.2. [Intentionally Deleted].

4.3. Permitting. DEVELOPER has, at its expense, obtained all necessary federal, state and local permits or approvals required for the construction of Developer's Facilities to be constructed pursuant to this Agreement. DEVELOPER has previously provided written copies of all permit applications filed with federal, state or local governmental entities to TOWN and has previously provided TOWN with copies of all written permits, approvals, requests for additional information, or denials received by DEVELOPER in connection with such permit applications.

4.4. Construction of Developer's Facilities. DEVELOPER shall, at its expense, construct and install the Developer's Facilities in accordance with the Plans and Specifications approved by the Town. DEVELOPER warrants that Developer's Facilities to be constructed by it pursuant to this Agreement shall be constructed in accordance with the approved Plans and Specifications, and also in substantial accordance with all applicable state, federal and local laws regulations, rules and ordinances.

4.5. Inspection and Approval of Construction.

a. TOWN shall have the continuing right to enter upon PROPERTY, rights-of-way, and easement areas within which the Developer's Facilities are constructed to inspect the construction of any such facilities at any time without prior notice. TOWN shall have the right to disapprove all or any portion of Developer's Facilities which are not constructed in substantial accordance with the approved Plans and Specifications thereof

and shall give email notice within three (3) working days of any construction deficiencies discovered during the course of any such inspection. Within ten (10) days after the date TOWN inspects any such facilities, TOWN shall give written notice to DEVELOPER of the existence of construction deficiencies.

b. The written notice of construction deficiencies shall specify the nature of the particular construction deficiencies. All corrective action shall be done by DEVELOPER at its expense. Upon correction of such deficiencies, DEVELOPER shall notify TOWN of the correction(s) and TOWN shall thereafter re-inspect the construction within five (5) business days from the receipt of said notice. TOWN reserves the right to inspect DEVELOPER during corrective action.

c. Prior to application for a TOWN building permit for any structures within the Project, DEVELOPER shall give written notice to TOWN of an anticipated completion of construction of those Developer's Facilities necessary to enable TOWN to provide water and wastewater service to said structures. Said notice shall request a specific date for TOWN's acceptance inspection (also to be the date when the pressure test, bacteriological test and any other tests shall be performed) and shall not be less than thirty (30) days from the date of said notice, provided said date shall not fall on a Saturday, Sunday, or legal holiday. TOWN shall inspect the construction of, and witness the tests for, any such Developer's Facilities for which it has received said written notice. Within thirty (30) days after TOWN receives notification of all such test results, TOWN shall prepare and send written notice to DEVELOPER of acceptance or the rejection of said facilities.

d. Upon correction of any construction deficiencies discovered during the inspection referred to in subsection 4.5 (c) hereof, DEVELOPER shall notify TOWN of the correction(s) and the date when new tests and another inspection shall be performed, which date shall be no less than five (5) business days from the date of receipt of said notice. Upon passage of all necessary tests, TOWN shall approve DEVELOPER's compliance with all other applicable regulations and subsection 4.8 hereof, assume ownership, control and responsibility for the operation and maintenance of the same pursuant to Section 4 hereof.

e. The time limits for TOWN inspections, reviews, approvals and rejections of design and construction, set forth herein, shall apply to inspections, reviews, approvals, and rejections of DEVELOPER's Facilities only, and shall not bind TOWN with respect to any other inspections, reviews, approvals and rejections concerning PROPERTY.

f. If DEVELOPER desires to carry on work at night or outside the Business Day, DEVELOPER shall submit a request to TOWN. DEVELOPER shall provide three (3) Business Days' notice to enable satisfactory arrangements to be made for inspecting the work at night or outside the Business Day. When granted permission, DEVELOPER shall reimburse TOWN for overtime incurred by its inspection personnel.

4.6. Conveyance or Dedication of Facilities and Easements.

a. No later than ten (10) days after request by TOWN (but prior to TOWN's final acceptance of any phase of Developer's Facilities), DEVELOPER shall provide TOWN an opinion from DEVELOPER's counsel to TOWN, upon which TOWN will rely, to the effect that the lands to be encumbered by all easements to be conveyed or dedicated by DEVELOPER to TOWN pursuant to this AGREEMENT with respect to that phase or portion of DEVELOPER's facilities to be accepted by TOWN for ownership, operation and maintenance are, in fact, owned by DEVELOPER, free and clear of all liens (including mechanics' liens) and encumbrances, except for any lien or encumbrances of record, previously disclosed to the TOWN by DEVELOPER, or to which the TOWN otherwise has knowledge. In the event that liens and encumbrances exist, they shall be listed in the opinion, other than those acceptable and approved, in writing, by TOWN. Such opinion of counsel, when rendered, may reflect that the lands involved are encumbered by a development mortgage or mortgages.

b. Prior to final acceptance of DEVELOPER's Facilities for ownership, operation and maintenance by TOWN, DEVELOPER shall:

1) convey, grant or dedicate to TOWN, free and clear of all liens and encumbrances (except for any lien or encumbrance of record, previously disclosed to the TOWN by DEVELOPER, or to which the TOWN otherwise has knowledge), such easements as are necessary for TOWN to own, operate, maintain, repair, expand and replace Developer's Facilities accepted by TOWN, including all Developer's Facilities constructed thereon, and,

2) transfer and convey to the extent that the same are transferable all governmental approvals and permits that will enable TOWN to operate the applicable phase or portion of those Developer's Facilities and provide Water Service Capacity and Wastewater Service Capacity to the Property, and notify all governmental agencies of such transfer and conveyance as may be required by law. TOWN shall review and approve or reject within twenty-one (21) days after receipt thereof, all documents submitted by DEVELOPER pursuant to this subsection 4.6(b).

4.7. Maintenance Bond.

a. DEVELOPER shall submit an itemized list of construction costs for the Developer's Facilities suitable to TOWN prior to final acceptance or approval of such facilities. TOWN will retain the right to accept or reject the construction costs. This itemized construction costs submitted shall be used to determine the amount of the bond or letter of credit for purposes of this subsection 4.7.

b. Prior to the final acceptance by TOWN of said phase or portion of said facilities, DEVELOPER shall obtain a maintenance bond for the period of one (1) year from an agreed upon date for acceptance in a form reasonably acceptable to TOWN. The Maintenance Bond will be made payable to TOWN, in an amount equal to twenty-five

percent (25%) of the construction cost of said phase or portion of said facilities in order to guarantee the correction of any defects in workmanship or materials of said facilities.

c. In lieu of providing maintenance bonds as set forth in this subsection 4.7, DEVELOPER may, at its option, provide irrevocable letters of credit, drawn on a bank located and doing business in Polk County, Florida, made payable to TOWN in an amount equal to twenty-five percent (25%) of the construction cost of said phase or portion of said facilities and in a form acceptable to TOWN.

4.8. Effect of Reviews, Inspections, Approvals, & Acceptances. Any reviews, inspections, approvals, and acceptances or the absence thereof by TOWN of the Plans and Specifications and construction shall not constitute a waiver of any claims arising from (1) faulty or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances, and (4) tort claims.

4.9. Expansion and Interconnection By The TOWN. TOWN may expand any of DEVELOPER's Facilities which it accepts pursuant to this AGREEMENT, or interconnect said facilities with other portions of TOWN's potable water or wastewater systems (as appropriate) at any time at TOWN's expense. TOWN may allow other connections to the systems as TOWN deems appropriate for service to adjacent properties.

4.10. Hold Harmless Clause. DEVELOPER covenants and agrees to indemnify and save harmless TOWN and to defend it from all costs, expenses, damages, attorney's fees, injury or loss, to which TOWN may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need to care of skill, negligence or default or breach of contract, guaranty, or warranty, by DEVELOPER, his employees, his agent or assigns.

SECTION 5. ACCEPTANCE FOR OPERATION AND MAINTENANCE OF DEVELOPER'S FACILITIES.

5.1. Subject to DEVELOPER's compliance with the current editions of each utilities Rules and Specifications (Standards) and the provisions hereof, TOWN or its successors shall accept ownership and assume responsibility for the operation and maintenance of those Developer's Facilities for which TOWN has accepted, up to, including, but not further than, the location of each individual point of service connection. For potable water, the point of connection is the meter. For wastewater, the point of connection is the cleanout placed at the right-of-way lines or easement lines.

5.2. TOWN shall not be responsible for the operation and maintenance of any Developer's Facilities located outside of right-of-ways or easements granted to TOWN by DEVELOPER.

5.3. Upon acceptance of Developer's Facilities by TOWN, all customers served by those facilities (or any extension thereof made by Town) shall be deemed customers of the TOWN. TOWN shall collect all potable water and wastewater utility service rates,

fees, charges and deposits for those facilities, without exception, in accordance with Town Rate Ordinances, including as applicable any connection or startup fees or customer deposits typically due prior to TOWN staff setting meters requested by the customers.

5.4. In addition to other applicable requirements, all property owners and customers must provide, at their expense, potable water and wastewater plumbing service lines as a condition precedent to receiving potable water and wastewater utility service from TOWN.

5.5. Applicable Water Impact Fees and Wastewater Capital Charges will be paid to TOWN prior to issuance of building permits at the time and in the manner required by the Town Code.

5.6. DEVELOPER's contractual rights, duties, and responsibilities herein shall not be assignable unless agreed to, in writing, by TOWN, but shall run with the land. The TOWN agrees not to unreasonably withhold consent to assignment.

SECTION 6. PROVISION OF WATER TREATMENT FACILITIES & WASTEWATER TREATMENT AND DISPOSAL FACILITIES; RESERVATION OF WASTEWATER CAPACITY.

6.1. Water Treatment Facilities. The TOWN currently owns and operates Water Treatment Facilities with sufficient Water Service Capacity to serve the Project, and hereby reserves said Water Service Capacity for the Project, subject to no obligations or fees other than the payment of Water Impact Fees and any other terms and conditions of the Town Code and this Agreement.

6.2. Wastewater Treatment Facilities. The TOWN currently owns and operates Wastewater Treatment and Disposal Facilities with sufficient Wastewater Service Capacity to serve Phases 1 and 2 of the Project, and hereby reserves said Wastewater Service Capacity for Phases 1 and 2 of the Project, subject to no obligations or fees other than the payment of Wastewater Capital Charge and the terms and conditions of the Town Code and this Agreement

6.3. Off-Site Water and Wastewater Transmission Pipelines. In order to induce the TOWN to provide water and wastewater service to the Property, DEVELOPER agrees to design, permit, and construct the Wastewater Collection and Transmission Facilities and Water Distribution and Transmission Facilities necessary to serve the Project, as generally depicted on Exhibit "C" attached hereto. Design and construction shall be subject to prior TOWN review and approval as provided in section 4 hereof, such approval not to be unreasonably withheld or delayed.

SECTION 7. NOTICES; PROPER FORM. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to TOWN:

Town of Lake Hamilton
ATTN: Town Administrator
100 Smith Avenue
PO Box 126
Lake Hamilton, FL 33851

With a copy to:

Town of Lake Hamilton
ATTN: Town Attorney
100 Smith Avenue
PO Box 126
Lake Hamilton, FL 33851

B. If to DEVELOPER:

GLK Lake Hamilton, LLC
346 East Central Avenue
Winter Haven, FL 33880

With a copy to:

Straughn & Turner, P.A.
Attn: Richard Straughn, Esq.
255 Magnolia Avenue SW
Winter Haven, FL 33880

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Respective counsel for the parties hereto may deliver Notice on behalf of that party. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 8. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the TOWN shall survive the completion of the work of DEVELOPER with respect to completing the water and wastewater facilities and the provision of services to any phase area and to the Property as a whole. Notwithstanding

the foregoing, the Town and Developer acknowledge that neither this Agreement, nor any of the rights or obligations hereunder, is intended to create conditions or exceptions to title or covenants running with any "Public Lot". As a result, in order to alleviate any concern as to the effect of this Agreement on the status of title to any Public Lot, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any Public Lot. Each Public Lot shall automatically be released from and no longer subject to or burdened by the provisions of this Agreement. Any title insurance company or other person or entity insuring title to the Property (or any lot, parcel or other portion thereof) may rely on this provision and shall not show this Agreement as an exception to title on any title report, commitment for title insurance or title insurance policy issued to any purchaser, lessee or lender for any Public Lot.

SECTION 9. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the TOWN, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between DEVELOPER and the TOWN. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed duly executed by DEVELOPER and TOWN. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the TOWN and it shall be and become effective immediately upon execution by both parties hereto. In the event that the TOWN or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the TOWN or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 10. ASSIGNMENT. DEVELOPER may assign all of the right, title, and interest in and to and under this AGREEMENT, subject, however, to the express condition precedent that the written consent is first obtained from TOWN, such consent not to be unreasonably withheld. Assignee agrees to perform all of the duties and obligations of the DEVELOPER under this AGREEMENT. If the DEVELOPER has provided a Guarantee of Payment for the monies subject to this AGREEMENT in any form, (i.e., Irrevocable Letter of Credit), said Guarantee of Payment shall remain in effect until the obligations hereto have been paid in full or Assignee institutes a subsequent Guarantee of Payment to the satisfaction of the TOWN.

SECTION 11. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Polk County, Florida at the expense of the DEVELOPER.

SECTION 12. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 13. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind the entity for which that person is signing.

SECTION 14. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 15. TERM. This Agreement shall be for a term of twenty (20) years from the date of execution.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FOR THE DEVELOPER:

Company Name: GLK HAMILTON
BLUFF, LLC

(CORPORATE SEAL)

Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024 by _____, of GLK Hamilton Bluff, LLC a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____
My Commission expires: _____

[Signature page to Developer Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF LAKE HAMILTON, FLORIDA

Michael Kehoe, Mayor-Councilor

[Signature page to Developer Agreement]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The subdivisions, parcels, areas, groups, or other identified properties are known as **Cassidy Group One, One A, One B, One C, Two A, Six and Six A** (Cassidy Group 1/1A/1B/1C,2A,6, & 6A) and identified in the following property parcel descriptions provided by Cassidy Holdings, LLC.

CASSIDY GROUP ONE:**Parcel Number: 272816-823000-037031 (Per Book 11099, Pages 0792-0793):**

Lot 3, Block 37, LESS AND EXCEPT the South 300 feet of the East 250 feet thereof, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

Parcel Number: 272816-823000- 040012 (Per Book 11099, Pages 0792-0793): The South 1/2 of Lot 1, Block 40, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida; AND the South 1 / 2 of Lot 2, Block 40, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida; LESS AND EXCEPT the West 1 75 feet thereof, all of the above being located in Section 16, Township 28 South, Range 27 East.

Parcel Number: 272816-823000-040035 (Per Book 11099, Pages 0792-0793): Lot 3, Block 40, LESS AND EXCEPT: Beginning 175 feet South of the Northwest corner of said Lot 3, run thence East 117 feet, run thence South 180 feet, run thence West 117 feet, run thence North 180 feet to the Point of Beginning; AND LESS AND EXCEPT: Begin at the Southwest corner of the NE 1/4 of Section 16, Township 28 South, Range 27 East, Polk County, Florida, run thence East 162.68 feet; thence North 02 degrees 51 minutes 16 seconds East, 127.08 feet; thence West 170.61 feet to the West boundary of said NE 1/4, run thence South 00 degrees 43 minutes 18 seconds East along said West boundary 126.93 feet to the Point of Beginning; AND LESS AND EXCEPT: Right of Way for State Road SR17 (Alt. U.S. Highway 27), all in Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

Parcel Number: 272816-823000-040041 (Per Book 11099, Pages 0792-0793): The East 112 of Lot 4, Block 40, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

Parcel Number: 272816-823000-040042 (Per Book 11099, Pages 0792-0793): The West 1 /2 of Lot 4, Block 40, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

Parcel Number: 272816-823000-037020 (Per Book 10656, Pages 1372-1373):

Lot 2, Block 37, Lake Hamilton, according to the map or plat thereof as recorded in Plat Book 3, Page 34, being the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 28 South, Range 27 East, Public Records of Polk County, Florida.

Parcel Number: 272816-823000-037010 (Per Book 08843, Pages 0430-0434):

Lot 1, Block 37, map of Lake Hamilton, according to the plat thereof recorded in Plat Book 3, Page 34, Public Records of Polk County, Florida.

Parcel Number: 272816-823000-037041 and 037042 (Per Book 08843, Pages 0430-0434):

Lot 4, Block 37, Lake Hamilton as recorded in Plat Book 3, Page 34 of the public records of Polk County, Florida, less begin 156.75 feet East and 150 feet North of the Southwest corner of said Lot 4; thence run North 110 feet; thence East 107 feet; thence South 110 feet; thence West 107 feet to the point of beginning.

AND

That part of Lot 4, Block 37, Lake Hamilton as recorded in Plat Book 3, Page 34 of the Public Records of Polk County, Florida, described as begin 156.75 feet East and 150 feet North of the Southwest corner of said Lot 4; thence run North 110 feet; thence East 107 feet; thence South 110 feet; thence West 107 feet to the point of beginning.

Parcel Number: 272816-823000-036010:

Lot 1, Block 36, Town of Lake Hamilton, according to plat recorded in Plat Book 3 at page 34 of the public records of Polk County, Florida, also described as NE 1/4 of NE 1/4 of SE 1/4 of Section 16, Township 28 South, Range 27 East.

Parcel Number: 272816-823000-036020:

Lot 2 and 3, Block 36, Town of Lake Hamilton, according to plat recorded in Plat Book 3 at page 34 of the public records of Polk County, Florida, also described as NE 1/4 of NE 1/4 of SE 1/4 of Section 16, Township 28 South, Range 27 East.

CASSIDY GROUP ONE, Total Area = 91.43 acres

CASSIDY GROUP ONE A:

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

GROVE NO. 5

Lot 4 Block 36 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the South and East sides thereof.

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

GROVE NO. 3

Lot One (1) in Block 35 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the North and East sides thereof.

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

GROVE NO. 4

Lot Four (4), Block 35 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the South and East sides thereof.

CASSIDY GROUP ONE A, Total Area = 28.36 acres

CASSIDY GROUP ONE B:

Parcel Number: 272816-823000-038040: Lot 4 Block 38 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the South and East sides thereof.

CASSIDY GROUP ONE B, Total Area = 9.89 acres

CASSIDY GROUP TWO A:

Parcel Number: 272821-000000-011020: The Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 28 South, Range 27 East, Polk County, Florida, LESS public roadway on the North.

Parcel Number: 272821-000000-013010: The Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 28 South, Range 27 East, Polk County, Florida, LESS public roadway on the North.

CASSIDY GROUP TWO A, Total Area = 19.26 acres

CASSIDY GROUP SIX:

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

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

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

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

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

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

CASSIDY GROUP SIX, Total Area = 88.34 acres

CASSIDY GROUP SIX A:

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

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

CASSIDY GROUP SIX A, Total Area = 14.82 acres

EXHIBIT "B"

HAMILTON BLUFF PROJECT DEPICTION

CASSIDY HOLDINGS, LLC - Groups 1, 1A, 1B, 2A, 6, 6A (HAMILTON BLUFF)

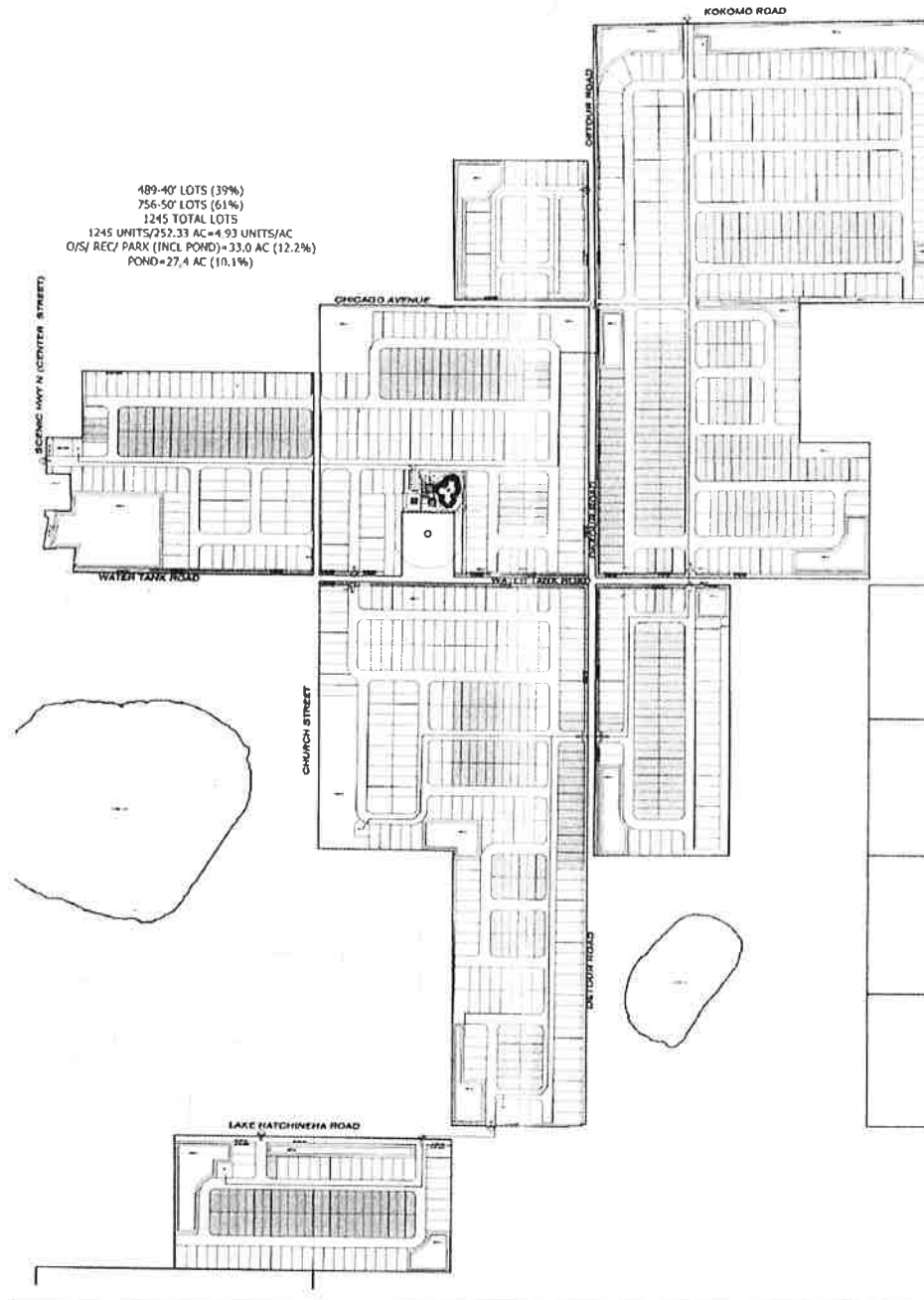


EXHIBIT "C"

**WASTEWATER COLLECTION AND TRANSMISSION FACILITIES AND
WATER DISTRIBUTION AND TRANSMISSION FACILITIES**



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Michael Teague, Intern Town Administrator

AGENDA ITEM: Lake Hamilton Ball Field Usage and Fee Schedule

DATE: April 25, 2024

SUMMARY & RECOMMENDATION : Parks field usage contract and fees for the Ballfields

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

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

RECOMMENDATION: Yes

ATTACHMENTS: Yes



Town of Lake Hamilton Fee Schedule

Ball Field Use

Recreation Sports- \$10.00 a player

Travel or Adult League- \$50.00 a game



Town of Lake Hamilton

Parks & Recreation Advisory Board Agenda – April 18, 2024

Time: 10:00 A.M.

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

CHAIR ELLEN KEHOE – VICE CHAIR JOY SUTKUS

BOARD MEMBERS - LESLIE LANDON - TAMMY PENCE – DEANNA KYLE

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. BUSINESS

A. Approval of March 21, 2024, Advisory Board Minutes

B. July 2nd Independence Day Event Continued

C. Town of Lake Hamilton's Ball Field Policies

ADJOURNMENT

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).

LAKE HAMILTON PARKS & RECREATION
RECREATIONAL YOUTH LEAGUE USE AGREEMENT
Season: 2024 Spring / Fall (circle one)

This Recreational Youth League Use Agreement ("Agreement") is entered into by and between **Lake Hamilton**, a political subdivision of the State of Florida ("**Town**"), and the _____ **League** ("**League**").

The League requests use of _____, a County-owned/operated facility ("Facility"), whose address is _____ and agrees to abide by the terms, conditions and responsibilities set forth in this Agreement as a specific condition to its permitted use by the Town of the Facility.

The Town shall allow the League to use the Facility on a non-exclusive basis from _____ / _____ / _____ to _____ / _____ / _____ (the "Term").

The terms of this agreement will be valid for 6 months. The end date of this agreement is _____.

I. Definitions.

- a. Recreational Activity means an activity designed to introduce, education and enjoyment of the public, at large.
- b. Recreational Youth Athletic League means a youth league designed to service the public and provide anyone who wishes to play a sport, the availability.

II. General Terms.

- a. Recreational activity will be booked first and have priority use of fields.
- b. Competitive or Travel Ball play is not to be a part of the Recreational league and will have the ability to **rent** facilities, as the schedule permits.

III. Agreement Requirements

a. The League must:

- i. be a recreational youth athletic league based in Polk County, Florida.
- ii. either be a non-profit organization or in the application process (support documents required).
- iii. publicly advertise, hold public registrations and accept all players, regardless of ability level or experience. No player cuts allowed.

- iv. place all registered participants on a team and allowed to participate and play in games
 - v. have a board of directors and current by-laws that govern the League.
 - vi. have regularly scheduled board meetings that are advertised and open to the public.
 - vii. hold board elections a minimum of every two years. Elections must be publicly advertised a minimum of 30 days prior to the elections and open to the public.
 - b. The Parks and Recreation Division must receive the signed and completed Agreement two weeks prior to the requested start date. The Agreement is considered an application and is not finalized until the League receives a signed agreement from the Town.
 - c. The League will have access to fields for practice and play during the periods approved by the Town. The Town may choose to rent fields to other entities during times when the League is not scheduled.
- IV. **Financial Records.** The League agrees to maintain updated and accurate accounting records, books, and data, showing ALL revenues and expenses for services performed and equipment or goods received.
- i. The League shall submit all the League's financial records with the next season's contract.
 - ii. If requested by the Town or a member of the public, the League will make a copy of their financial records available within five business days of the request.
- V. The League agrees to remit ten dollars (\$10.00) per participant as a user fee to the Town 30 days after the League's last scheduled registration.
- i. Participation fees may be waived by the Town if the League performs a Town preapproved capital improvement project during the current season. The League must submit its request for a waiver of user fees to the Recreation Superintendent for consideration.
- 1. Preapproved Capital Improvement Project**
- a. To be considered a capital improvement project, it must benefit all visitors to the park, not just the League.

- b. Prior to the implementation of the capital improvement project, the League must receive approval of the project from the Recreational Superintendent.
- c. The League **may not** sublease Town property. Any rental inquiries must be forwarded to the Facility Coordinator
- d. The League may host a maximum of two seasons per year. Each season requires a new agreement
- e. The League will provide two field rest/repair periods during the year. Each rest/repair period must be at least eight (8) weeks in duration.
- f. The Town could host two League Presidents meetings and two educational opportunities annually. The League is required to have representatives present at each activity.

V. **Insurance Requirements.**

- a. The League, at its own expense, is required to have insurance during the term of this Agreement.
- b. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.
- c. A certificate of insurance shall evidence the required insurance amount including **Comprehensive Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence** combined single limit to include:
 - a. Premises - Operations
 - b. Independent Contractors
 - c. Products - Completed Operations
 - d. Broad Form Contractual
 - e. Personal Injury
- d. The acceptable form of the certificate of insurance shall be the industry standard ACORD. The certificate must state that Town of Lake Hamilton, a political subdivision of the State of Florida, is an additional insured and be approved by the Town's Parks & Recreation Committee prior to the initial date of use provided in this Agreement. The Certificate Holder must be listed as:

**Lake Hamilton a political subdivision of the State of
Florida 100 Smith Ave
Lake Hamilton, Florida 33851**

- e. **Cancellation, Non-renewal, or Adverse Change.** The League will provide at least 30 calendar days written notice to the County of non-payment by the League of a premium for such insurance in the case of cancellation, non-renewal, or adverse change to the policy and notice of change in insurance carrier

VI. League Staff

- a. All members of the League's staff (board members, coaches, officials, team helpers, etc.) must undergo a Level two (2) background check as dictated by Florida Statute §943.0438. Proof that each screened person was checked and are eligible to participate must be presented to Town staff seasonally. Town participation guidelines are available from Parks and Recreation staff.
- b. League coaching staff must go through a training prior to coaching.
 - i. The National Alliance for Youth Sports "Coaching Certification" meets the minimum requirements.
 - ii. The League may find other trainings or produce their own if the County has reviewed and approved the curriculum and instructor's resume.
- c. Additional League staff may be added during the season but must be screened and deemed eligible prior to working with participants. Additions must be reported to Parks and Recreation Division.
- d. League Staff Removal
 - i. The Town reserves the right to dismiss League staff or board members for the betterment of the League or for the safety of its participants.
 - ii. The League may dismiss staff in accordance with their by-laws. Prior to dismissals, the League should consult the Town.

- e. League staff that are arrested, under investigation or in court proceedings, are to be suspended from the League until the issue is resolved and the Town is consulted about the result.

VII. Facilities

- a. The Town is responsible for the general maintenance of all electrical, plumbing, potable water, and structural related repairs at the Facility. The Town's Parks & Recreation Division and Facilities Management shall coordinate repairs. The League is not authorized to perform any repairs or improvements without written permission from Parks and Recreation Division.
- b. The Town will mow the facility and perform seasonal repairs to the playing surfaces as needed.
- c. Damaged Town property or County property in need of repair shall be immediately reported to the Parks & Recreation Division.

Main Office: (863) 439-4710

Fax: (863)

PD Office: (863) 439-4711

Fax: (863)

- d. The League is responsible for the maintenance and inspection of fields at the Facility for safety prior to use by any individual participant or coach. League responsibilities include:
 - i. raking and filling holes before and after each practice and/or game
 - ii. lining of fields
 - iii. dragging of the fields after each use
 - iv. maintenance and operation of scoreboards
 - v. placing debris in proper containers after each event
 - vi. assistance in the cleaning of the restrooms
 - vii. cleaning of the League room and concession stand
 - viii. maintenance and repairs of equipment purchased by the League.
- di. Failure to perform the required maintenance on each field by the League shall warrant a breach of this Agreement and the Town may terminate this Agreement immediately, in its sole discretion, effective immediately upon written notice to the League

- f. All authorized improvements made to the Town buildings or property becomes the property of the Town.
- g. The Town reserves the right to close the facility or amend field schedules at any time.

VIII. Concessions

- a. The League has the right to operate concessions during the term of their agreement.
- b. The League agrees to obtain certification required by the Department of Health for the operation of the concession stand. All certificates are to be posted in a conspicuous location in the concession building. To obtain applications for certificates contact: DOH (863) 519-8330.
- c. The League is required to provide and ensure certification of a concessions manager to monitor food preparation, protection and health practices. Managers shall obtain and ensure that certification is continuously valid for a period of five years from date of issuance. Contact: DOH (863) 519-8330. A copy of a certificate shall be forwarded to the Town's Parks & Recreation Division for file purposes, as well as posted conspicuously inside the concession.
- d. The League agrees to maintain a standard of "Grade A" quality of its food and beverage items.
- e. The Town's Public Works Division shall inspect and approve all electrical appliances used by the League for electrical safety. Appliances discovered to be substandard or violating safety standards or codes will be removed to reduce liability. The League is responsible for repair of League appliances. Repaired appliances may be used upon inspection and approval from the Town's Public Works Division.
- f. The League is responsible for the overall cleaning and operation of support facilities located at the Facility.
- g. If the League wishes to have a vendor perform concession duties it must notify the Town prior to entering into a contract.

- i. The Town will review the potential agreement between the vendor and the League, prior to its execution.
- ii. The vendor must supply all documents necessary (licenses, insurance, certifications)
- iii. The League's contract cannot bind the Town or any other organization within the facility.

IX. Indemnification

- a. The League agrees to, indemnify, save and hold harmless the Town, any of its elected and/or appointed officials, officers, agents and employees (collectively, the "Town") from all liability, claims, demands, damages and cost of every kind and nature, including attorneys' fees, at pre-trial, trial, or appellate levels, and all court costs arising out of or relating to any injury to, or death of persons (including League members, invitees, licensees, and participants), or damage to any and all property, including loss of use thereof, and any other liability resulting from or in any manner arising out of or in connection with activities or use of the above Facility by the League, its agents, licensees, invitees, servants or employees, or resulting from or in any manner arising out of its relationship with the Town, excepting only liability resulting from the negligence of the Town. The League shall, upon request from the Town, defend and satisfy any and all suits arising from its use of the Facility premises.

X. Termination

- a. Failure to abide by the terms of this Agreement may result in the termination of the Agreement and the refusal to offer future agreements to the League.
- b. The Town reserves the right to terminate the Agreement if the League operation violates terms and/or activities within the league are deemed unethical or are not operating within the best interest of the public.

XI. Execution of the Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement this
_____ day of _____, 20_____.

League Authority

Town Authority

League Name: _____

Lake Hamilton, a political
subdivision of the State of Florida

President's Printed Name

Town Representative Name

President's Signature

Town Representative Signature

Date

Date

LEAGUE INFORMATION

Print / Type Official League Name

League Mailing Address

League Phone Number

E-Mail Address

League President's Printed Name

Alternate Representative Printed Name

Mailing Address

Mailing Address

City / State / Zip

City / State / Zip

E-mail Address

E-mail Address

President's Home Phone Number

Alternate Home Phone Number

President's Work Phone Number

Alternate Work Phone Number

President's Cell Phone Number

Alternate Cell Phone Number

MAIL TO:

Town of Lake Hamilton

PO Box 126
Lake Hamilton, FL 33851

Office (863) 439-4710
Fax (863)

Lake Hamilton Parks and Recreation Practice Schedule Request

Facility Name: _____ Start Date: _____
League Name: _____ End Date: _____

Please be day, time, and field specific (check field number).
If there are specific dates you **will not** require use of the facility, please attach a list of the open dates.
If there are specific dates you **will** use the facility, please attach a list of the dates for us to hold.
Do not reserve the facility if you do not intent to utilize the facility.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Field 1							
Field 2							
Field 3							
Field 4							
Field 5							
Field 6							
Field 7							
Field 8							
Field 9							
Field 10							
Field 11							
Field 12							

* All schedules must be **APPROVED** prior to any field usage.
* This schedule will be used for ballfield light schedules, so be very specific and accurate with requests.

 Parks and Recreation
Game Schedule Request

Facility Name: _____ Start Date: _____
 League Name: _____ End Date: _____

Please be day, time, and field specific. Check field number.
 If there are specific dates you **will not** require use of the facility, please attach a list of the open dates.
 If there are specific dates you **will** use the facility, please attach a list of the dates for us to hold.
Do not reserve the facility if you do not intend to utilize the facility.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Field 1							
Field 2							
Field 3							
Field 4							
Field 5							
Field 6							
Field 7							
Field 8							
Field 9							
Field 10							
Field 11							
Field 12							

* All schedules must be **APPROVED** prior to any field usage.

* This schedule will be used for ballfield light schedules, so be very specific and accurate with requests.

League Name: _____

~~Season:~~ ☐ Spring ☐ Fall **Year:** _____

Board Meeting Dates: _____

Board Election Date: _____

[illegible]

**Lake Hamilton Parks & Recreation
Youth Sports Coaching Criteria**

Criminal Records Including Guilty Pleas, No Contest Pleas, Pre-Trial Intervention or Results Other Than Winning the Case

CAN NOT COACH:

- Extreme Violence (aggravated assault/aggravated battery, murder, attempted murder)
- Sexual Offense (L&L - sexual battery)
- Kidnap
- Pornography
- Robbery
- Extortion
- Manslaughter (including vehicle homicide)
- Indecent Exposure if Sexual in nature
- Sale of Drugs

CAN NOT COACH - if offense less than 10 years old, will consider and carefully review if over 10 years old:

- Felony Drug Use
- Grand Theft
- Burglary related to theft
- Felony Possession of Concealed Weapon
- Felony Burglary/Assault (on Law Enforcement Officer or Teacher, etc.)
- Forgery
- Solicitation of Prostitution
- Prostitution

CAN NOT COACH - if offense less than 5 years old, will consider and carefully review if older than 5 years:

- Misdemeanor Drug and/or Paraphernalia
- Possession of Concealed Weapon - Misdemeanor
- Battery/Assault
- Resisting Arrest with Violence
- Domestic Violence (Felony)

JUDGMENT - Case by Case Review:

- DUI - one incident only (more than one must show proof of rehabilitation)
- Sale of alcohol to minor
- Other criminal traffic offenses
- Other Crimes
- Worthless checks
- Disorderly Conduct
- Multiple Arrests
- Petty Theft
- Domestic Violence (Misdemeanor)



YOUTH SPORTS COACHING APPLICATION

☐ **Board Member**
☐ **Head Coach**
☐ **Assistant Coach**
☐ **Team Mom**

Last Name: _____ First Name: _____ MI: _____

Date of Birth: ____ / ____ / ____ Last 4 Numbers of Social Security #: _____ Gender: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Driver's License #: _____ State Issued: _____ Expires: ____ / ____ / ____

League Name: _____ Sport: _____

Have you ever been convicted of a crime? Yes No If "Yes", please explain: _____

I certify that all of the above information is correct. I certify that I have read and understand the Lake Hamilton Parks & Recreation Youth Sports Coaching Criteria. I understand that the above mentioned League will investigate the information I have provided. I realize that any misrepresentation or false information in the application may lead to my immediate dismissal from of any volunteer coaching responsibilities and I will be banned from applying as a volunteer coach in the future for any of the youth athletic leagues associated with the Lake Hamilton Parks & Recreation Department. I consent that the above League may conduct a background check of any level.

Signature

Print

Date

LEAGUE USE

Background Check Completed? ☐ Yes No Does he/she meet background requirements? ☐ Yes ☐ No

Copy of Driver's License Attached? ☐ Yes No If "No", reason: _____

Comments: _____

Is this coach Certified? ☐ Yes ☐ No- If "No", applicant is not eligible to coach until certified.

League Representative Name (Print): _____ Date: _____

League Representative (Signature): _____

YOUTH COACHES LIST

League

[illegible]

Lake Hamilton Parks and
Recreation League Request

MAINTENANCE/REPAIRS

League name: _____

Facility: _____

League president: _____

Phone number: _____

List all maintenance/repair projects your league requests for implementation and/or future budget consideration. Please rank each request in priority order. Provide a brief and concise scope of work for each project and identify exact park location(s).

Priority	Project	Description	Park Location(s)
----------	---------	-------------	------------------

Attach additional sheets as needed.

Lake Hamilton Parks and Recreation
PO Box 126

Lake Hamilton, FL 33851

Office: (863) 439-4710
Fax: (863)

LAKE HAMILTON PARKS AND RECREATION

Contract Requirement Checklist

Date: _____

League

Name: _____

Please check off if this is included in your files:

- ☐ Contract
- ☐ Current insurance
- ☐ Practice schedule
- ☐ Game schedule
- ☐ By-laws
- ☐ Board member list & background checks
- ☐ Coaches list & background checks
- ☐ Financial Summary
- ☐ Payment of previous season participation fees

Optional:

- ☐ Maintenance/repair request
- ☐ Park improvement project proposal

All of the paperwork above must be submitted for approval prior to using a Town Facility. Once approved, a copy of your agreement will be mailed/emailed back to you for your records. Do not use the facility until you have received your approval copy.



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Lake Hamilton Town Council

FROM: Patrick Slavens

AGENDA ITEM: Hiring of recruitment services to look for a new Town Administrator

DATE: 5/7/2024

SUMMARY & RECOMMENDATION:

Patrick Slavens brings recommendation that the Council votes to begin the process of hiring a new Town Administrator. The Town Clerk should be responsible for hiring a recruiting service. When eligible candidates have applied the list will be sent to all council members and at a regular or special meeting we will discuss which candidates to interview.

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

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

RECOMMENDATION: Yes

ATTACHMENTS: No