

TOWN OF LAKE HAMILTON



SPECIAL MEETING MEETING AGENDA Tuesday, June 30, 2020 3:00 P.M.

Workshop Meeting to Follow

The Canvass Board of the Town of Lake Hamilton will hold a Meeting on Tuesday, June 30, 2020 at 3:00 PM at the Lake Hamilton Woman's Club, 85 N Omaha St., Lake Hamilton, FL 33851.

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE

4. ROLL CALL

5. SPECIAL MEETING BUSINESS

- a. Review and consider for approval the Grand at Lake Hamilton (Interlocal agreement) wastewater service agreement with the Town of Dundee- *pages 1-24*
- b. Review and consider for approval agreement with Gerry Hartman to provide water/wastewater rate consulting services- *pages 25-33*
- c. Adopt Resolution R-2020-08 Highway 27 light maintenance agreement- *pages 34-35*
- d. Consider for approval Resolution R-2020-09 strongly encouraging the wearing of masks while in public to keep our community safe from COVID-19 virus for the residents of Lake Hamilton- *pages 36-40*
- e. Review and consider award for CDBG Lake Gordon stormwater project bid- *no pages*
- f. Authorization of signature of Department Of Environmental Protection Standard Grant Agreement (319 Grant) for the SR 17 Sewer Improvement project- *no pages*

ADJOURNMENT

WORKSHOP ITEMS

- a. 2020-2021 Budget Draft Review-pages 41-55
- b. Project Updates

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

From: [Thomas A. Cloud, Esquire](#)
To: [Sara Irvine](#); [Doug Leonard](#); [Nathan Lewellen](#); [gerry@hartmanconsultant.com](#)
Subject: Fwd: SBC 5th CLEAN Draft re Grands Agreement 6-25-20
Date: Friday, June 26, 2020 7:13:45 PM
Attachments: [SBC 5th CLEAN Draft re Grands Agreement 6-25-20 TACMODS_41433640v2.DOCX](#)
[ATT00001.htm](#)
[Redline - SBC 5th CLEAN Draft re Grands Agreement 6-25-20 BASEDOC-41433640-v1 and SBC 5th CLEAN Draft re Grands Agreement 6-25-20 TACMODS-41433640-v2_41447638v1.DOCX](#)
[ATT00002.htm](#)
[SBC 5th CLEAN Draft re Grands Agreement 6-25-20.docx](#)
[ATT00003.htm](#)
[SBC 5th Draft re Grands Agreement 6-25-20.docx](#)
[ATT00004.htm](#)

As expected.

Thomas A. Cloud, Esquire | Shareholder
Florida Bar Board Certified in City, County & Local Government Law
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Begin forwarded message:

From: Seth Benton Claytor <Seth@BosDun.com>
Date: June 26, 2020 at 5:58:16 PM EDT
To: "Thomas A. Cloud, Esquire" <Thomas.Cloud@gray-robinson.com>
Cc: Sara Irvine <Sara@townoflakehamilton.com>, Nathan Lewellen <Nathan@townoflakehamilton.com>, Doug Leonard <planner@townoflakehamilton.com>, "Deena Ware (dware@townofdundee.com)" <dware@townofdundee.com>, Tandra Davis <tdavis@Townofdundee.com>, Jenn Garcia <jjgarcia@Townofdundee.com>, John Murphy <FJM@bosdun.com>, Beth Hunt <Beth@bosdun.com>, Seth Benton Claytor <Seth@BosDun.com>, "Joe Williams (jwilliams@raftelis.com)" <jwilliams@raftelis.com>, "Alan Rayl <alan@rayleng.com> (alan@rayleng.com)" <alan@rayleng.com>, "spennant@townofdundee.com" <spennant@townofdundee.com>, Drew Crawford <Drew@bosdun.com>
Subject: RE: SBC 5th CLEAN Draft re Grands Agreement 6-25-20

This message originated outside of GrayRobinson.

June 26, 2020

Mr. Cloud:

I am in receipt of your e-mail correspondence and revised Interlocal Agreement (see attached). I have reviewed same and discussed with Dundee's utility rate consultant. I am very disappointed. All of our conversations, to include the one from this morning, led me to believe that an agreement was within reach. The apparent sticking point was the rate that Dundee would charge for providing wastewater services to Lake Hamilton for the Grand at Lake Hamilton development. I thought we had agreed that the Dundee rate for providing wastewater services for this development would equal 90% of Dundee's inside customer rate (including both base charge and consumption rate). In fact, as I related to you, we consulted with Raftelis (the Town's utility rate consultant) to ensure that such a rate would be reasonable, just and consistent with municipal utility rate laws. We received confirmation of this fact.

To now receive your third revised draft Interlocal Agreement which includes only a rate of \$2.25 per thousand (1,000) gallons with no base charge for the Dundee wastewater services to be provided to Lake Hamilton appears to me to be a non-starter. However, and as we discussed, I have forwarded this draft to the Town's rate consultant and we will endeavor to continue to work towards trying to see if we can reach an agreement regarding rates that

both Dundee and Lake Hamilton would find acceptable. That will involve as you indicated conversations between Raftelis (Dundee's utility rate consultant) and the Town of Lake Hamilton's rate consultant that you mentioned. Obviously that is going to take more time and thus the parties expectations that we would have an agreement ready for consideration by each parties governing bodies on Tuesday, June 30, 2020, is likely not going to occur.

To reiterate, the Town of Dundee stands ready, willing and able to consider the rate structure as was presented in the draft sent to you yesterday, June 25, 2020 (which are also attached hereto). That draft reflected a rate for wastewater services that is a reduction of approximately 10% of what Dundee charges its water and wastewater customers inside the Town of Dundee municipal limits and included a commitment not to levy a 25% surcharge as would be otherwise authorized under Section 180.191 of the Florida Statutes. We believe that rate is fair, just and consistent with applicable municipal utility rate laws as confirmed by the Town's utility rate consultant. Please advise if this remains a possibility because failing that Dundee will proceed to cancel its special meeting set for Tuesday, June 30, 2020.

As we also discussed, upon Dundee's receipt of our utility rate consultant's update regarding wastewater utility rates for circumstances such as this, we will forward same to you.

Thank you again for your efforts regarding these matters, and I will be happy to discuss these matters further.

Seth

Seth Benton Claytor, LL.M, Esq.
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From: Thomas A. Cloud, Esquire <Thomas.Cloud@gray-robinson.com>

Sent: Friday, June 26, 2020 4:28 PM

To: Seth Benton Claytor <Seth@BosDun.com>

Cc: Sara Irvine <Sara@townoflakehamilton.com>; Nathan Lewellen <Nathan@townoflakehamilton.com>; Doug Leonard <planner@townoflakehamilton.com>

Subject: RE: SBC 5th CLEAN Draft re Grands Agreement 6-25-20

Seth,

Attached you will find my redraft of the agreement. I consulted an acquaintance of mine who has a half century of utility rate experience. He indicated that most bulk agreements are based upon a percentage of consumption charge that does not include the base facility or monthly minimum charge. He says that the base facility charge covers customer service, fixed costs, collection system renewal and replacement, major maintenance which are not normally passed on in bulk arrangements. He says that Lake

Hamilton would lose significant revenues which would make it impossible for them to operate on \$6.05 per month per customer. The upshot would be much higher rates in Lake Hamilton.

So my draft will result in rates that will be roughly the same for users in both towns. Any other result is likely to create an unworkable agreement. Feel free to call if you have any questions.

Tom Cloud

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From: Seth Benton Claytor <Seth@BosDun.com>
Sent: Thursday, June 25, 2020 10:32 PM
To: Thomas A. Cloud, Esquire <Thomas.Cloud@gray-robinson.com>
Cc: John Murphy <FJM@BosDun.com>; Beth Hunt <Beth@BosDun.com>; Joe Williams (jwilliams@raftelis.com) <jwilliams@raftelis.com>; Alan Rayl <alan@rayleng.com> (alan@rayleng.com) <alan@rayleng.com>; Deena Ware (dware@townofdundee.com) <dware@townofdundee.com>; Tandra Davis (tdavis@Townofdundee.com) <tdavis@Townofdundee.com>; Clifton Bernard (cbernard@townofdundee.com) <cbernard@townofdundee.com>; Seth Benton Claytor <Seth@BosDun.com>
Subject: RE: SBC 5th CLEAN Draft re Grands Agreement 6-25-20

This message originated outside of GrayRobinson.

June 25, 2020

Mr. Cloud:

I am a creature of the night. I will be available tomorrow; however, I am currently in my home office and have time to respond to your e-mail.

The mathematical paradox which we have been wrestling with over the past couple days is the conversion rate for the wastewater flows at the proposed interconnect (which will also have an error rate) in order to convert the wastewater flows to water flows. Dundee has been working with our engineering consultant and rate consultant in order to determine the best short-term and long-term approach to the issue. From an engineering standpoint, without the benefit of time and data related to the wastewater flows at the projected interconnect and actual water flow data from Lake Hamilton, Dundee is not able to implement, at this time, the approach recommended by our engineer. That being said, in also working with Raftelis, the calculation set forth herein (see below) provides a reasonable and even-handed approach to the problem.

For one (1) of Lake Hamilton's single-family residential customers, the "within Dundee" wastewater rates, which are calculated using water flow as compared to wastewater flow, are as follows: (i) Base Charge (\$48.00) and \$2.50 per thousand (1,000) gallons of water flow; (ii) Dundee does not charge wastewater customers for water flows between 0 – 4,000 gallons; and (iii) Dundee applies a \$2.50 per thousand (1,000) for water flows between 4,001 – 10,000 gallons. Thus, in order to generate a billing invoice for wastewater utility service(s) to Lake Hamilton, Dundee must convert the wastewater flow(s) to water flow(s) and, at the same time, make certain assumptions related to the amount of wastewater flows generated by a single-family residential unit.

In doing this, Dundee relied solely on its consultants. Pursuant to Raftelis, if the base charge is reduced to 90% (\$43.20) and the full usage charge of \$2.50 per thousand (1,000) is all wastewater flow, then the breakeven point

for 90% is 4,500 gallons of wastewater flow per month per ERC. See table below:

Description	Amount	Percentage
Dundee Inside Single Family (9,000 gallons – median bill)	\$60.50 = \$48.00 + \$2.50 * 5kGal	
Lake Hamilton Single Family (avg. 4,500 gal/ ERC through sewer flow meter)	\$54.45 = \$43.20 + \$2.50 * 4.5kGal	90%

Dundee wants to see this development come to fruition, and the approach outlined herein, in the opinion of Dundee and its consultants, is as close an approximation to 50/50 as possible.

Please let me know your thoughts. I am burning the oil; thus, if you would like to briefly discuss this matter in further detail this evening, I am available.

Seth

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From: Thomas A. Cloud, Esquire [<mailto:Thomas.Cloud@gray-robinson.com>]
Sent: Thursday, June 25, 2020 9:13 PM
To: Seth Benton Claytor
Subject: RE: SBC 5th CLEAN Draft re Grands Agreement 6-25-20

Seth,

I need a little of your time tomorrow. I want to better understand the language related to the rate and how it equates to 90%. When we read it, no one has the same interpretation. That's usually an indication that we haven't found the right words. If the overall rate is 90%, I think we are very close.

Tom C

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From: Seth Benton Claytor <Seth@BosDun.com>
Sent: Thursday, June 25, 2020 12:47 PM
To: Thomas A. Cloud, Esquire <Thomas.Cloud@gray-robinson.com>
Cc: Deena Ware (dware@townofdundee.com) <dware@townofdundee.com>; Tandra Davis <tdavis@Townofdundee.com>; 'Jenn Garcia' <jgarcia@Townofdundee.com>; John Murphy <FJM@BosDun.com>; Beth Hunt <Beth@BosDun.com>; Seth Benton Claytor <Seth@BosDun.com>; Joe Williams (jwilliams@raftelis.com) <jwilliams@raftelis.com>; Alan Rayl <alan@rayleng.com> (alan@rayleng.com) <alan@rayleng.com>
Subject: SBC 5th CLEAN Draft re Grands Agreement 6-25-20

This message originated outside of GrayRobinson.

June 25, 2020

Mr. Cloud:

Please find the most recent revised clean and redline drafts of the Grand at Lake Hamilton Interlocal Agreement. In working with our engineering and rate study consultants to determine appropriate language to memorialize what we have discussed, I believe the attached draft is both accurate and fair and reflects as close an approximation to 90% of the inside Dundee wastewater rates as possible.

I am looking forward to receiving your comments so that we may finalize the Agreement.

Thank you for your efforts in regard to this matter.

Seth

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**TOWN OF DUNDEE - TOWN OF LAKE HAMILTON
WATER AND WASTEWATER SERVICES AGREEMENT FOR THE
GRAND AT LAKE HAMILTON SUBDIVISION**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF DUNDEE, a Florida municipal corporation (hereafter "DUNDEE") and the TOWN OF LAKE HAMILTON, a Florida municipal corporation (hereafter "LAKE HAMILTON").

RECITALS

Whereas, LAKE HAMILTON and DUNDEE are vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, Chapter 180, Florida Statutes, and Article VIII, §2 of the Florida Constitution; and LAKE HAMILTON and DUNDEE are therefore vested with governmental, corporate and proprietary powers to enable both to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

Whereas, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act, authorizes LAKE HAMILTON and DUNDEE, which also possess home rule and other general law authority, to enter into agreements with each other to ensure the most efficient use of their respective powers and to exercise, jointly, any power, privilege, or authority which agencies share in common and which each might exercise separately; and

Whereas, LAKE HAMILTON and DUNDEE acknowledge that an interlocal agreement entered into pursuant to the Florida Interlocal Cooperation Act ("FICA"), codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

Whereas, LAKE HAMILTON and DUNDEE covenant and agree that they have the power and authority to enter into this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

Whereas, DUNDEE and LAKE HAMILTON mutually agree and acknowledge that DUNDEE has no general duty to supply wastewater utility service(s) to area(s) outside its corporate limits; and

Whereas, LAKE HAMILTON and DUNDEE own and operate public potable drinking water systems located in Polk County, Florida (hereinafter "Lake Hamilton Water System" and "Dundee Water System") that currently have available water capacity; and

Whereas, DUNDEE owns and operates a wastewater treatment plant which is located at 951 Welsh Rd, Dundee, Florida 33838; and

Whereas, LAKE HAMILTON acknowledges that DUNDEE previously adopted Resolution Nos. 00-09 (July 11, 2000), 08-11 (March 25, 2008), and 11-03 (January 25, 2011) in order to authorize and issue the Town of Dundee, Florida, Water and Wastewater System Revenue Bonds, Series 2011, for the construction and improvement of the Town of Dundee's Water and Wastewater Systems; and

Whereas, the parties acknowledge, represent, and agree that this Agreement is not intended by the parties to create a contractual relationship with, or any rights in favor of, any third-party, including any residential and/or commercial wastewater utility customer located within the corporate limits of LAKE HAMILTON or DUNDEE; and

Whereas, the parties agree that, pursuant to the terms and conditions of this Agreement, DUNDEE will provide extra-jurisdictional wastewater utility service(s) to LAKE HAMILTON as set forth in this Agreement; and

Whereas, the parties agree that, pursuant to the terms and conditions of this Agreement, DUNDEE will charge and collect from LAKE HAMILTON the extra-jurisdictional wastewater utility service(s) rates which are expressly set forth in this Agreement; and

Whereas, for purposes of the Grand at Lake Hamilton development project, DUNDEE acknowledges and agrees that LAKE HAMILTON will own, operate and maintain the wastewater utility lines located within the corporate limits of LAKE HAMILTON; and

Whereas, the parties acknowledge and agree that this Agreement does not guarantee or warrant any future wastewater treatment capacity and/or availability as related to the wastewater system facilities owned and operated by DUNDEE; and

Whereas, as a representation of the state of present facts only and not as a guarantee of future service availability or reservation of capacity, as of the Effective Date of this Agreement, the DUNDEE wastewater system facilities owned and operated by DUNDEE have the available wastewater treatment capacity necessary to provide wastewater treatment utility service(s) to Phase I and Phase II of the proposed Grand at Lake Hamilton Subdivision; and

Whereas, on the Effective Date of this Agreement, LAKE HAMILTON does not have a wastewater treatment plant; and

Whereas, pursuant to Florida law, DUNDEE is constitutionally and statutorily authorized to (i) enter into this Agreement with LAKE HAMILTON; (ii) provide for the collection and disposal of sewage outside its corporate limits; (iii) permit LAKE HAMILTON to connect with and use its municipal wastewater utility; and (iv) acquire or construct, own, operate and maintain a wastewater or sewer utility system either within or, with the consent of other governmental units, without the corporate limits; and

Whereas, DUNDEE has agreed to provide extra-jurisdictional wastewater utility service(s) to LAKE HAMILTON in order to provide LAKE HAMILTON with wastewater utility service(s) which are necessary and reasonably adequate to meet its just requirements for only the residential and commercial tie-ins identified in the Master Development Plan, which DUNDEE approved with the passage of Ordinance No. 19-18, located within the Grand at Lake Hamilton Subdivision; and

Whereas, the parties acknowledge and agree that neither is granting a utility franchise to the other by virtue of entering this Agreement; and

Whereas, the parties acknowledge and represent that, in exchange for extra-jurisdictional wastewater utility service(s) provided by DUNDEE to LAKE HAMILTON which are necessary and desirable in order to serve that portion of the Grand at Lake Hamilton Subdivision located within the corporate limits of LAKE HAMILTON, LAKE HAMILTON agrees to deliver reasonable compensation, in accordance with Section 180.191(1), Florida Statutes (2019), to DUNDEE as specifically set forth in this Agreement and subject to the law of Florida municipal utility rates; and

Whereas, that DUNDEE is ready and able to provide wastewater treatment utility service(s) to that portion of the proposed Grand at Lake Hamilton Subdivision which is located within the corporate limits of LAKE HAMILTON, subject expressly to the payment of all fees and charges necessary for each unit or site therein to reserve treatment capacity and receive treatment services in accordance with the Town of Dundee Land Development Regulations (LDR), Code of Ordinances of the Town of Dundee, and applicable Florida law; and

Whereas, it is therefore deemed to be in the interest of the public health, safety and welfare for the parties, as well as an appropriate exercise of their respective police powers, to further specify and detail the manner in which the water and wastewater facilities and service(s) will be developed, owned, maintained, and provided to the Grand at Lake Hamilton Subdivision, by entering into this Agreement.

ACCORDINGLY, in consideration of the recitals, covenants, agreements and promises herein contained, the parties covenant and agree that the purpose of this Agreement is to extend and provide for how municipal water and wastewater utility service(s) for the proposed Grand at Lake Hamilton Subdivision, which lies partly in each municipality's corporate limits, will be provided.

SECTION 1: RECITALS - The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

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 indicates otherwise:

2.1 "Agreement" means this Town of Dundee - Town of Lake Hamilton Water and Wastewater Services Interlocal Agreement for the Grand at Lake Hamilton Subdivision.

2.2 "Collection Facilities" means the lines, pipes, meters, lift station(s), forcemain(s), and appurtenant equipment owned by either party within their respective city limits in order to collect wastewater and/or sewage and transmit same to the wastewater treatment facilities owned and operated by DUNDEE.

2.3 "Dundee Water System" means the potable water treatment and distribution facilities owned, operated and maintained by the Town of Dundee, Florida, in accordance with the Town of Dundee

Land Development Regulations, Code of Ordinances of the Town of Dundee, and all applicable permits, rules, regulations, ordinances, and laws.

2.4“Dundee Wastewater System” means the wastewater collection facilities and wastewater treatment facilities which are owned, operated and maintained by the Town of Dundee, Florida, at which wastewater and/or sewage is received, collected, transmitted, treated, detailed, and disposed of in accordance with the Town of Dundee Land Development Regulations, Code of Ordinances of the Town of Dundee, and all applicable permits, rules, regulations, ordinances, and laws.

2.5“Lake Hamilton Water System” means the potable water treatment and distribution facilities owned and operated by the Town of Lake Hamilton, Florida in accordance with applicable permits, rules, regulations, ordinances, and laws.

2.6“The Grand at Lake Hamilton Subdivision” means the proposed development of more than three hundred (300) single family homes and associated commercial land uses located west of U. S. Highway 27 and south of Crump Road in both Lake Hamilton and Dundee and previously known as “Gateway Village” and “Bel Lago”.

2.7“Sewage” or “Wastewater” means water carrying wastes from business uses and residential customers originating from the Grand at Lake Hamilton Subdivision, but does not mean or include (a) hazardous or toxic wastes; (b) those wastes which possess characteristics which, in the judgment of the DUNDEE director of public works, may have a deleterious effect upon DUNDEE’s wastewater treatment plant defined in Section 54-73 of the Code of Ordinances of the Town of Dundee, Florida; or (c) any water carrying wastes from a source of discharge subject to categorical pretreatment standards under Rule 62-625.410, F.A.C., and 40 C.F.R. Chapter I, Subchapter N which has been adopted by reference in Chapter 62-660, F.A.C.

SECTION 3: AGREEMENT AND PURPOSE

LAKE HAMILTON and DUNDEE agree to enter into this Agreement pursuant to such special and general constitutional and statutory legal authority which includes, but is not limited to Chapters 163 and 180, Florida Statutes (2019), in order to address among other things the provision of extra-jurisdictional municipal services and utilities including, but not limited to, potable water and wastewater for the proposed Grand at Lake Hamilton Subdivision.

The purpose of this Agreement is to ensure that water and wastewater utility facilities and service(s) needed to reasonably support the proposed Grand at Lake Hamilton Subdivision both within and without the DUNDEE corporate limits and this Agreement is also intended to establish and expressly memorialize the respective rights and general obligations of LAKE HAMILTON and DUNDEE with respect to the ownership of the collection facilities, water system(s), and wastewater system(s).

SECTION 4: THE GRAND AT LAKE HAMILTON SUBDIVISION – West of U.S. Highway 27, on vacant property located in LAKE HAMILTON, identified as Parcel No. 272820-000000-031190 (47.46 acres) and Parcel No. 272820-000000-03050 (2.25 acres) and in DUNDEE, identified as Parcel No. 272820-000000-041140 (37.69 acres) is a proposed subdivision named the Grand at Lake Hamilton, which lies on land split by the common Corporate Limits line of

LAKE HAMILTON and DUNDEE. The proposed Grand at Lake Hamilton Subdivision is a phased development of approximately three hundred twelve (312) residential units and supporting commercial as set forth conceptually in that Master Plan (hereinafter the “Plan”) attached to DUNDEE Ordinance No. 19-18 adopted by DUNDEE on December 10, 2019 establishing a DUNDEE PUD Zoning District (hereafter the “DUNDEE PUD”) for that portion of the proposed development in DUNDEE. The portion of the subdivision named the Grand at Lake Hamilton lying within LAKE HAMILTON’s city limits is subject to a Master Development Plan attached to LAKE HAMILTON Ordinance O-19-08 adopted by LAKE HAMILTON on December 3, 2019 establishing a LAKE HAMILTON PUD zoning district (hereafter the “LAKE HAMILTON PUD”) for that portion of the proposed development in LAKE HAMILTON.

SECTION 5: OPERATION AND MAINTENANCE OF FACILITIES

(a) **DUNDEE facilities:** DUNDEE shall own, maintain and be responsible for the operation of a potable water system for the proposed Grand at Lake Hamilton Subdivision that is within the Corporate Limits of DUNDEE; and DUNDEE shall own, maintain and be responsible for the operation of collection facilities, transmission lines and wastewater transmission facilities, as well as any costs and expenses associated therewith, within the proposed Grand at Lake Hamilton Subdivision within the corporate limits of DUNDEE.

(b) **LAKE HAMILTON facilities:** LAKE HAMILTON shall own, maintain and be responsible for the operation and maintenance of a potable water system and transmission facilities, as well as any wastewater collection facilities and transmission line(s) and/or facilities, and any and all costs and expenses associated therewith for the proposed Grand at Lake Hamilton Subdivision that are located within the Corporate Limits of LAKE HAMILTON.

SECTION 6: WATER SERVICE

(a) **DUNDEE facilities:** DUNDEE shall provide potable water to and be the party responsible for the operation and maintenance of the water transmission facilities within DUNDEE corporate limits and for determining all terms of such water service with its customers including, but not limited to, discontinuing services to customers for failure to pay bills for water service within its Corporate Limits.

(b) **LAKE HAMILTON facilities:** LAKE HAMILTON shall provide potable water to and be the party responsible for the operation and maintenance of the water transmission facilities within LAKE HAMILTON corporate limits and for determining all terms of such water service with its customers including, but not limited to, discontinuing services to customers for failure to pay bills for water service within its Corporate Limits.

SECTION 7: WASTEWATER SERVICE –In accordance with the Plan, the proposed Grand at Lake Hamilton Subdivision is expected to consist of approximately three hundred twelve (312) residential units and commercial units as more particularly conceptualized in the Plan. In the event of any wastewater/sewer utility tie-ins and/or expansion of the wastewater utility service(s) within the corporate limits of LAKE HAMILTON which are not expressly contemplated and agreed upon

by DUNDEE and LAKE HAMILTON in this Agreement, such event(s) shall constitute a material breach of this Agreement.

Pursuant to the Plan, DUNDEE acknowledges and represents that, as of the Effective Date of this Agreement, the Dundee Wastewater System has wastewater treatment capacity for the proposed Grand at Lake Hamilton Subdivision as contemplated in the Plan. DUNDEE's acknowledgement and representation is not a guarantee of future availability of wastewater treatment capacity which may only be reserved by the payment of appropriate impact fees.

The Collection Facilities shall be connected to the Dundee Wastewater System at a location determined and approved by DUNDEE. Both parties shall each require the owner of the proposed Grand at Lake Hamilton Subdivision to enter into separate utility service agreements consistent with the terms of this Agreement which provide for utility easements dedicated to DUNDEE and LAKE HAMILTON by the fee simple owner of the lands comprising the proposed Grand at Lake Hamilton Subdivision. DUNDEE shall be responsible for the operation, maintenance, and replacement of its collection facilities, and LAKE HAMILTON shall be responsible for the operation, maintenance, and replacement of its collection facilities. LAKE HAMILTON shall use its best efforts to avoid "slug" discharges (i.e., discharges of a non-routine, episodic nature) into DUNDEE's collection facilities and shall further use its best efforts to ensure flows are transmitted in an even and a consistent continuous rate of flow. For purposes of this section, ordinary expected peak fluctuations in daily flows and variations in daily flows due to the intermittent operation of pumping equipment shall not be considered slug discharges.

The parties mutually agree that after connection of the LAKE HAMILTON collection facilities to the DUNDEE Wastewater System, DUNDEE agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of wastewater service to the public, and LAKE HAMILTON shall be responsible for providing end-user wastewater service to customers within LAKE HAMILTON and LAKE HAMILTON agrees to comply with all state, regional and federal requirements and rules applicable to the provision of wastewater service to its customers. Notwithstanding the above, DUNDEE does not guaranty or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such wastewater service. Upon connection of the Collection Facilities to the DUNDEE Wastewater System, any customers from the Grand at Lake Hamilton Subdivision that have connected or will connect into the LAKE HAMILTON collection facilities shall be LAKE HAMILTON's customers and shall pay LAKE HAMILTON's rates, fees, charges and deposits for such wastewater service. LAKE HAMILTON shall be the party responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for said services.

Upon connection to the Dundee Wastewater System, LAKE HAMILTON, shall pay to DUNDEE the rate(s), fee(s), and charge(s) established by the Town Commission of the Town Dundee, Town of Dundee Land Development Regulations and/or Code of Ordinances of the Town of Dundee and/or Florida law for such wastewater utility service(s), as amended by DUNDEE from time to time, for connection to and use of the DUNDEE Wastewater System. If payments are not made to DUNDEE for such wastewater services as contemplated in this Agreement, DUNDEE shall have the right to discontinue such wastewater services so as to be compliant with all bond covenants of DUNDEE. For purposes of this Agreement, "bond covenants" shall mean the

provision(s) set forth in the Town of Dundee, Florida, Water and Wastewater System Revenue Bonds, Series 2011.

SECTION 8: WASTEWATER METERING – DUNDEE shall use and maintain at least one (1) master wastewater meter at a location to be determined by DUNDEE. Provided however, the location of the master wastewater meter shall be within that portion of the proposed Grand at Lake Hamilton Subdivision that is within DUNDEE’s corporate limits. Such master wastewater meter and appurtenances shall be the sole property of DUNDEE. As such, unless otherwise agreed to by the parties, DUNDEE shall be responsible for the operation, maintenance, replacement, and repairs, if necessary, of the master wastewater meter and collection facilities.

For the purpose of delivering a monthly invoice to LAKE HAMILTON for the wastewater utility service(s) provided to the residential and commercial customers situated within the LAKE HAMILTON corporate limits, DUNDEE shall perform a monthly reading of and/or for the master wastewater meter. Both DUNDEE and LAKE HAMILTON agree to work cooperatively and comply with all reasonable requests made to the other to verify the accuracy of the billing invoice(s), inspect and review copies of maintenance and repair records, calibration records, and any request made by LAKE HAMILTON to read and test the master wastewater meter.

The master wastewater meter shall record flow with an error rate *not to exceed the specifications set forth by the manufacturer*. For purposes of this Agreement, if the master wastewater meter is determined to have operated in error and/or malfunctioned, LAKE HAMILTON shall provide DUNDEE with any and all relevant current water meter readings for the Lake Hamilton Water System for the current and/or applicable billing cycle in order for DUNDEE to generate a wastewater flow value in accordance with the Florida Department of Environmental Protection (DEP) standard flow rates.

SECTION 9: PROVISION OF WASTEWATER SERVICE

A. General Terms and Conditions. DUNDEE agrees to provide to LAKE HAMILTON wastewater utility service(s) for that portion of the Grand at Lake Hamilton Subdivision located within the city limits of LAKE HAMILTON in accordance with the terms and conditions set forth herein, as follows:

(a) Upon the construction, installation, and completion of the extension of the collections facilities and appurtenant facilities in accordance with the DUNDEE PUD and LAKE HAMILTON PUD, respectively and this Agreement;

(b) The receipt of all necessary permits and payment of all applicable fees, costs, and charges which includes, but shall not be limited to, the DUNDEE wastewater impact fee(s) for both residential and non-residential customers of LAKE HAMILTON (as described herein); and

(c) The mutual cooperation of the parties to this Agreement in providing access to the collection facilities and all wastewater utility records (regardless of format and/or medium) in order to inspect, review, and verify the accuracy of the water and wastewater flows for the Grand at Lake Hamilton Subdivision. For purposes of this Section, “access” means that, upon the

provision of twelve (12) hours written notice (electronic mail or facsimile transmission) by the parties to inspect the collection facilities and/or wastewater utility records for the Grand at Lake Hamilton Subdivision, DUNDEE and/or LAKE HAMILTON shall have (i) the right to physically inspect the collection facilities and inspect the wastewater utility records related to the provision of wastewater services under this Agreement.

For purposes of this Agreement, the right of DUNDEE and LAKE HAMILTON to verify the accuracy of the water flows, wastewater flows, and the monthly billing invoice(s) represents a material term and condition of this Agreement.

B. Purchase of Wastewater Capacity. Pursuant to this Agreement and solely for Phase(s) I and II of the Grand at Lake Hamilton Subdivision, LAKE HAMILTON may purchase wastewater service capacity from DUNDEE in accordance with the charges, fees and rates lawfully established by DUNDEE at the time of permit application at the same rates that DUNDEE charges for residential and non-residential use(s) located within the corporate limits of DUNDEE, as follows:

(1) All wastewater impact fees shall be paid on the basis of the number of equivalent residential connections (“ERC”) proposed to be connected to the Dundee Wastewater System. An ERC equates all classes of utility user(s), including all other types and classes of water users, to a common denominator. ERC values for non-residential uses shall be calculated using the water demand conversion(s); and each commercial use, residential unit, or establishment shall have a minimum value of 1.0 ERC, or 1 ERC per water meter, whichever is greater;

(2) For non-residential use(s), when a non-residential and/or commercial use changes so as to increase the amount of water demand, and hence, sewage flow, the additional wastewater flow and corresponding additional ERC value and sewer connection charge (impact fee) shall be computed by DUNDEE and paid by LAKE HAMILTON. In computing and determining the additional wastewater flow, DUNDEE shall use the total water flow for the new establishment and calculate the new total ERC value; and

(3) For Phase(s) I and II of the Grand at Lake Hamilton Subdivision, LAKE HAMILTON shall collect the “within/inside Dundee” wastewater impact fee(s) established by DUNDEE for commercial use, residential unit, or establishment for the portion(s) of the development located within the corporate limits of LAKE HAMILTON and thereafter transmit the wastewater impact fees in-full to DUNDEE within fifteen (15) days of collecting same.

C. Payment of Wastewater Monthly User Fee(s). Dundee agrees to provide wastewater utility service(s) to LAKE HAMILTON for use within that portion of the Grand at Lake Hamilton Subdivision within the corporate limits of LAKE HAMILTON. The wastewater utility service(s) shall be provided to LAKE HAMILTON in accordance with the terms and conditions hereof for a charge equal to, but not less than, ninety percent (90%) of the “within/inside Dundee” monthly per thousand (1,000) gallons of water used per month. For purposes of calculating the monthly wastewater charges for residential and non-residential wastewater utility service(s), DUNDEE shall discount its consumption rate by ten percent (10%) and charge an initial consumption rate of \$2.25 per thousand (1,000) gallons of wastewater used per month based on the amount of actual wastewater flow through the meter located at the interconnection point. Pursuant to Section 10 of

this Agreement, a mutual audit of the financial assumptions which form the basis for the parties entry into this Agreement shall be conducted, at a minimum, every five (5) years. At any time during the term of this Agreement, if it is determined by a professional rate consultant and/or engineer that the rates, charges and/or fees set forth herein are insufficient and therefore fail to recover the cost(s) of providing the service(s) contemplated herein, an alternate approach may be reviewed whereby a special rate will be established that would apply uniformly to all master metered connections relying on measuring sewer flow as opposed to water flow.

B. Lake Hamilton Payment. DUNDEE agrees to bill LAKE HAMILTON on a monthly basis. LAKE HAMILTON agrees to pay for the wastewater utility service(s) provided by DUNDEE and make payment(s) to DUNDEE within forty-five (45) calendar days from the date on which the bill is rendered by DUNDEE. A past due notice will be mailed to LAKE HAMILTON after forty-five (45) calendar days; if payment has not been timely received.

C. Operation and Maintenance of Collection Facilities. DUNDEE shall own and be responsible for the operation and maintenance of its collection, transmission and treatment facilities within its corporate limits and LAKE HAMILTON shall own and be responsible for the operation and maintenance of its collection facilities within its corporate limits.

D. Sewer Use Requirements. LAKE HAMILTON agrees that the wastewater to be delivered to DUNDEE shall consist of wastewater that complies with the pretreatment requirements of DUNDEE as specified in Dundee's Sewer Use Ordinance, §54-73, Code of Ordinances of the Town of Dundee, Florida, as may be amended from time to time and as may otherwise be specified in this Agreement. The occurrence of a violation of said sewer use requirements shall be construed as a default by LAKE HAMILTON under this Agreement unless LAKE HAMILTON is able to demonstrate to DUNDEE's reasonable satisfaction that the discharge is not the fault of either LAKE HAMILTON or one of its wastewater customers, and LAKE HAMILTON uses due diligence as required under the circumstances to insure such discharge and future potential discharge is discontinued and prevented.

E. Compliance with Other Requirements. LAKE HAMILTON acknowledges and recognizes that in the operation and maintenance of its collection facilities, LAKE HAMILTON has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to LAKE HAMILTON's and DUNDEE's utility customers resulting from extraordinary wastewater discharges attributable to LAKE HAMILTON or its customers. LAKE HAMILTON agrees that all wastewater collected by LAKE HAMILTON and transmitted to DUNDEE shall conform to DUNDEE's standards prior to introduction into DUNDEE's collection facilities. LAKE HAMILTON, for itself and its customers, agrees to abide by all sewer use ordinances, resolutions, rules and regulations related to the use of and discharge to DUNDEE's wastewater system as may be adopted from time-to-time by DUNDEE and/or other agencies with jurisdiction. DUNDEE and LAKE HAMILTON shall provide the other with copies of all applicable Ordinances, Resolutions, Rules and Regulations now in effect and as same may be adopted or amended by DUNDEE and LAKE HAMILTON from time to time and all permits issued to DUNDEE and LAKE HAMILTON related to the provision of wastewater utility service(s).

F. Timely Payment. If the rates, fees, and charges set forth in this Agreement are not timely remitted by LAKE HAMILTON to DUNDEE, as expressly set forth in this Agreement, DUNDEE shall have the right and authority to discontinue the provision of wastewater utility services to LAKE HAMILTON so as to ensure compliance with all conditions and requirements prescribed by applicable DUNDEE bond covenants.

SECTION 10: FINANCIAL OBLIGATIONS – The parties agree that, at a minimum, every five (5) years a mutual audit of the financial assumptions that this Agreement is founded upon shall be conducted. The objective shall remain to make whatever adjustments and modifications as they may deem necessary to ensure the fair and equal standing of the parties, and that the best interests of the customers and citizens of each community are advanced and protected. If either party wishes an audit prior to year five, they bear the full expense of such audit.

SECTION 11: CHANGE OF RATES – In the event DUNDEE, during the term of this Agreement, shall propose any new rate schedule or amended rate schedule applicable to Wastewater Service furnished to LAKE HAMILTON, DUNDEE shall forward to the Town Commission of Lake Hamilton through the Town Administrator, a copy of such rate schedule or amended rate schedule prior to the effective date thereof. Any increase or decrease in rates shall be charged on a prorated basis to all similarly situated customers, and shall be based upon applicable provisions of Florida municipal utilities rate laws and effective in accordance with the applicable ordinance and Florida law. Although LAKE HAMILTON shall be given an opportunity to review the cost data associated with any rate changes, LAKE HAMILTON shall have no authority over the rate changes. Notwithstanding anything to the contrary contained herein, DUNDEE agrees not to levy a surcharge upon LAKE HAMILTON under Section 180.191, Florida Statutes, either to impact fees or user charges.

SECTION 12: NOTICES – Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be provided to the following persons and addresses:

DUNDEE: Deena Ware, Town Manager
 Town of Dundee
 202 East Main Street
 P.O. Box 1000
 Dundee, FL 33838

With a copy to: Frederick J. Murphy, Jr., Esquire
(which shall not Town Attorney

constitute notice)Boswell and Dunlap LLP
 245 South Central Avenue (33830)
 P.O. Drawer 30
 Bartow, FL 33831

LAKE HAMILTON: Sara K. Irvine, Town Administrator
 Town of Lake Hamilton
 100 Smith Avenue
 P.O. Box 126
 Lake Hamilton, FL 33851

With a copy to:Jeffrey S. Dawson, Esquire
*(which shall not*Town Attorney
constitute notice)340 W. Central Avenue, Suite 330 (33880)
 Post Office Box 1111
 Winter Haven, FL 33882-1111

Each party shall be responsible for notifying the other party of any change in their address.

SECTION 13: FORCE MAJEURE – Notwithstanding anything to the contrary contained herein, LAKE HAMILTON nor DUNDEE shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, pandemics, terrorist acts, shortage of supply, mechanical breakdowns and/or malfunctions, interruptions, and/or power failures. For purposes of this Agreement, any delay caused by the failure of LAKE HAMILTON or DUNDEE to furnish timely information upon request of same within a reasonable period of time and/or nonperformance by LAKE HAMILTON or DUNDEE shall not be events constituting force majeure.

SECTION 14: 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 the Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To this end, this Agreement is declared severable.

SECTION 15: RECORDATION – The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded by either LAKE HAMILTON or DUNDEE in the Public Records of Polk County, Florida, at the shared expense of the parties hereto.

SECTION 16: TIME IS OF THE ESSENCE – Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 17: APPLICABLE LAW AND VENUE – This Agreement and the Provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any actions arising under this Agreement shall be in the State Courts in and

for Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division.

SECTION 18: TERM OF THE AGREEMENT – This Agreement shall be effective when executed by both LAKE HAMILTON and DUNDEE, and approved by each party’s governing body and shall remain in full force and effect for a period of thirty (30) years or until terminated in accordance with the terms set forth in this Agreement. Unless this Agreement expressly provides otherwise, this Agreement shall not be unilaterally modified and/or terminated.

SECTION 19: BREACH OF AGREEMENT – In the event either DUNDEE or LAKE HAMILTON finds, on the basis of “*substantial competent evidence*,” that there has been a failure to comply with the term(s) of this Agreement, the non-defaulting party’s remedies hereunder are specific performance, injunctive relief and/or modification of the Agreement.

SECTION 20: REMEDIES – No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 21: ENFORCEMENT COST(S) – If any legal action or other proceeding is brought by LAKE HAMILTON and/or DUNDEE in order to enforce the terms of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney’s fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 22: ENTIRE AGREEMENT; AGREEMENT SEPARATE FROM PRIOR INTERLOCAL AGREEMENT – This instrument constitutes the entire Agreement between the parties and supersedes all previous discussion, understandings and agreements between the parties relating to the subject matter of this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement is separate from that Town of Dundee – Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement dated July 25, 2017. Nothing contained in this Agreement, however, is intended to modify, amend, or explain that Town of Dundee – Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement dated July 25, 2017.

SECTION 23: MODIFICATION – This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by both LAKE HAMILTON and DUNDEE and approved by the governing bodies of both LAKE HAMILTON and DUNDEE. Moreover, no oral modifications will be effective or binding on either LAKE HAMILTON or DUNDEE regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

SECTION 24: BINDING EFFECT – This Agreement shall be binding upon and inure to any and all successors in interest to the parties hereto. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied in order to effectuate the terms of this Agreement shall not relieve the parties hereto or any successor in interest of the obligation(s) to comply with applicable law(s) which includes, but shall not be limited to, the Town of Dundee Land Development Regulations and Code of Ordinances of the Town of Dundee, as applicable.

SECTION 25: FURTHER ASSURANCES – LAKE HAMILTON and DUNDEE agree to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, LAKE HAMILTON and DUNDEE hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the development conditions or other rules and regulations which may otherwise govern the Grand at Lake Hamilton Subdivision and/or development of same, the terms and conditions of this Agreement shall prevail.

SECTION 26: MANDATORY PRE-SUIT MEDIATION - Disputes between the parties arising under this Agreement shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the “Mediator”) in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, , pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until (i) an impasse has been declared by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

SECTION 27: DISPUTE RESOLUTION – In the event a dispute arises as to the terms or provisions of this Agreement as between LAKE HAMILTON and DUNDEE, and a resolution is not reached in mediation as contemplated in SECTION 26 (see above) then the parties agree to participate in Conflict Resolution Procedures set out in Chapter 164, Florida Statutes. Should Conflict Resolution fail, or the nature of the dispute does not allow time for procedures immediately above to be followed, the parties’ exclusive remedy(ies) hereunder shall be specific performance and/or injunctive relief.

SECTION 28: HOLD HARMLESS/INDEMNIFICATION – Subject to the limitation of remedies set forth herein and to the extent permitted by law and without waiving any statutory and constitutional sovereign immunity and the limits of liability as set forth in Section 768.28 of the Florida Statutes, each party shall defend, indemnify, and hold harmless the other party, its elected officials, officers, directors, agents, and employees from and against all costs, claims, damages,

losses, and expenses, direct, indirect, or consequential including but not limited to attorney's fees and costs arising out of or resulting from that party's performance or nonperformance of its duties and obligations under this Agreement. No party shall be required to indemnify another party for that party's own negligence. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of either LAKE HAMILTON or DUNDEE's right to sovereign immunity under Florida law, if applicable, and/or the limits of liability under Section 768.28 of the Florida Statutes (2019), or other limitations imposed on LAKE HAMILTON or DUNDEE's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This section shall survive the termination of this Agreement.

SECTION 29: NO THIRD-PARTY BENEFICIARIES – Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any customer of LAKE HAMILTON and/or DUNDEE.

SECTION 30: NO WAIVER OF SOVEREIGN IMMUNITY - Nothing herein is intended to act as a waiver of LAKE HAMILTON and/or DUNDEE's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes (2019), regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 31: MISCELLANEOUS PROVISIONS

(a) **Exhibits** – All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

(b) **Headings** – The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

(c) **Gender Neutral** – For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

(d) **Calculation of Time** – The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in calendar days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which LAKE HAMILTON and DUNDEE are open for business to the public.

(e) **Authorization** – The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

(f) **Representations and Warranties** – Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

(g) **Construction** – The parties acknowledge that the Agreement has been fairly negotiated and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

(h) **Compliance with Law(s)** – LAKE HAMILTON shall comply with any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Town of Dundee and any and all other public authority which may be applicable to this Agreement and the provision of wastewater utility service(s) by DUNDEE to LAKE HAMILTON.

(i) **Waiver** – Failure of either the DUNDEE and/or LAKE HAMILTON to enforce any right hereunder shall not be deemed a waiver of such right. The inaction and/or failure of either DUNDEE or LAKE HAMILTON to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such party's rights hereunder with respect to such action, non-action and/or default. No covenant, condition and/or provision of this Agreement can be waived, except with the written consent of both DUNDEE and LAKE HAMILTON and as approved by each party's governing body. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver specifically states and/or identifies such default in the written consent. No payment by LAKE HAMILTON, or the acceptance thereof, of a lesser amount of monies and/or consideration than shall be due from one (1) party to the other shall be treated as payment-in-full, except for such lesser payments and/or consideration which are incidental and/or complimentary to a written consent that is executed by both DUNDEE and LAKE HAMILTON and as approved by each party's governing body. In the event such lesser payments and/or consideration are made and accepted, without a written and executed consent/waiver, such lesser payments shall be treated as a payment and/or consideration on-account and credited towards the full amount owed.

(j) **Document Result of Mutual Draftsmanship** – The terms and conditions of this Agreement are the product of mutual draftsmanship by DUNDEE and LAKE HAMILTON, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. DUNDEE and LAKE HAMILTON acknowledge that all the terms of this Agreement were negotiated at arm's length, and that each party, being represented by counsel, is acting to protect its interests.

(k) **Counterparts** – The parties may execute this Agreement in counterparts both of which shall constitute an original.

SECTION 32: DUTY TO COOPERATE IN GOOD FAITH – The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

SECTION 33: TERMINATION BY LAKE HAMILTON - By law, DUNDEE is not the exclusive wastewater utility service provider with a duty to serve end-users and customers throughout LAKE HAMILTON. Thus, so long as LAKE HAMILTON is not in default of the terms and/or conditions set forth in the Agreement, the parties agree that LAKE HAMILTON may, upon one (1) year's advance written notice to DUNDEE, elect to terminate this Agreement and provide wastewater service to LAKE HAMILTON customers in the Grand at Lake Hamilton Subdivision with no further liability to each other by either party to this Agreement; provided, however, that all fees and charges previously collected by DUNDEE shall remain the property of DUNDEE.

SECTION 34: TERMINATION AND/OR SERVICE DISCONTINUANCE BY DUNDEE

In addition to any termination rights and/or service discontinuance rights specified elsewhere in this Agreement, DUNDEE may, after notice and a reasonable time to cure, which shall be determined by DUNDEE but shall not be less than sixty (60) days, elect to terminate this Agreement and discontinue wastewater utility service(s) to LAKE HAMILTON with no further liability to each other by either party to this Agreement for any or all of the following reasons:

1. Flows from LAKE HAMILTON to DUNDEE as measured by the wastewater flow meter consistently for a period of three (3) or more months reflect readings in excess of the paid reserved capacity in DUNDEE's wastewater treatment plant;
2. Flows from LAKE HAMILTON are in demonstrable violation of the DUNDEE Code of Ordinances; or
3. Nonpayment of any fee, cost or and charge by LAKE HAMILTON.

SECTION 35: CAPACITY RESERVATIONS – This Agreement does not constitute a capacity reservation in DUNDEE's wastewater system. Wastewater capacity determinations and reservations for development within the Grand at Lake Hamilton Subdivision shall be subject to the Unified Land Development Code of the Town of Dundee and made on a first-come, first-serve, basis and made at the time of building permit issuance and only after all appropriate fees, costs, and charges including but not limited to wastewater impact fee charges as set forth in this Agreement have been paid. This Agreement does not permit the use of DUNDEE wastewater capacity by any person, business, structure, contributor or source of wastewater other than those originating in the Grand at Lake Hamilton Subdivision.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first written above.

TOWN OF LAKE HAMILTON, FLORIDA

ATTEST:

Sara K. Irvine, Town Administrator

Michael Kehoe, Mayor

(SEAL)

Approved as To Form:

Jeffrey S. Dawson, Town Attorney

TOWN OF DUNDEE, FLORIDA

ATTEST:

Deena Ware, Town Manager

Samuel Pennant, Mayor

(SEAL)

Approved as To Form:

Frederick J. Murphy, Jr., Town Attorney

Hartman Consultants, LLC

www.hartmanconsultant.com

HC #20028.00

June 29, 2020

Mrs. Sara Irvine, Town Administrator
Town of Lake Hamilton
P.O. Box 126
100 Smith Avenue
Lake Hamilton, FL 33851

RE: Utility Consulting Services

Dear Mrs. Irvine:

This letter along with the attachments is the agreement between the Town of Lake Hamilton (Town) and Hartman Consultant, LLC (HC) for utility consulting services.

The first items include:

- 1) Support Services for Interlocal Discussions with Dundee for wastewater wholesale treatment and disposal.
- 2) Per the 2017 agreement discussions with FDEP for wastewater capacity allocations from the 150,000 gpd currently provided by Dundee.

The next items may include:

- 1) A rate review for water and wastewater considering the Dundee/Raftelis adjustments.
- 2) A capital charges review for water and wastewater considering the 2019 amendments to the "Florida Impact Fee Act" and Dundee actions.

In the future, utility consulting on other issues as they arise.

HC has a Polk County small city rate with the City of Polk City since 2014 which has not changed. The same rate schedule was committed to Nathan Lewellen verbally and is honored herein.

We expect each item shown above to be authorized separately and future items to be authorized by the Town Administrator or Council as the case may dictate.

The attachments to this agreement are:

- 1) HC Standard Terms and Conditions
- 2) HC Hourly Rate Schedule
- 3) HC W-9 Form

If the above is acceptable to the Town, please sign as indicated below and return a copy to our office by email.

Very truly yours,

Hartman Consultants, LLC



Gerald C. Hartman
Florida P.E. #27703
BCEE #88-10034
ASA #7542

Attachments

**Accepted and Authorized By:
Town of Lake Hamilton**

Authorized Signature

Date

ATTACHMENT A
Hartman Consultants, LLC
STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

1. Scope of Services and Extent of Agreement- HC shall perform the Services as described in HC's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation- HC hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with HC's rates in effect at the time of performance, or lump sum basis as set forth in HC's Proposal to perform the described Services.

If HC's services are performed on an HOURLY BASIS for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with Attachment B HC Hourly Rate Schedule. Time required for personnel of HC to travel between HC office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. HC will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 20 days from date of invoice. All charges not paid within 20 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, HC may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorneys' fees that may be recoverable under applicable law including without limitation, prompt payment and/or lien

- laws. HC will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in HC's sole discretion deemed necessary by HC.
- C. CLIENT will be invoiced for external expenses, such as travel, lodgings, sub-contracted services, etc., at direct cost plus 10% administrative fee.
 - D. Payments shall include the HC invoice number and be mailed to the address on the proposal, to the attention of Accounts payable.
4. Changes- CLIENT and HC may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to HC. The provisions of these Terms and Conditions, with appropriate changes in HC's Compensation and Project Schedule, shall apply to all additions and omissions.
5. CLIENT Responsibilities- CLIENT represents, with the intent that HC rely thereon, that it has sufficient financial resources to pay HC as agreed to in these Terms and Conditions and, as applicable and necessary for HC to perform its services, CLIENT will:
- A. Provide all criteria and full information as to its requirements for HC's services, including scope of services approval or objectives, constraints, third party certification requirement(s), standards or budget limitation(s).
 - B. Assist HC by placing at its disposal all available information pertinent to the Project and/or HC's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted HC may rely upon such information.
 - C. Upon identification by HC and approval by CLIENT of the necessity and scope of information required, furnish HC with data, reports, surveys, and other materials and information required for this Project, all of which HC may rely upon in performing its services, except those included in HC's scope of services.
 - D. Guarantee access to the property and make all provisions for HC to enter upon public and private lands and clear all exploration location(s) for buried utilities structures as required for HC to perform its services under these Terms and Conditions.

- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by HC to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
 - F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT policies and decisions with respect to materials, equipment, elements and systems pertinent to HC services.
 - G. Give prompt written notice to HC whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of HC's services, or any defect in the Project or work of Contractor(s).
 - H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
 - J. Make all payment(s) to HC in a timely manner as required under these Terms and Conditions.
6. Schedule/Delays- HC shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT'S payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond HC's control, or by factors which could not reasonably have been foreseen at the time these Terms and Conditions was prepared and executed. The delayed parties' performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collective "Work Product") prepared by HC are instruments of service

- shall remain the property of HC, Such materials may be copyrighted by HC at its discretion. Unless otherwise notified by CLIENT, HC will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other projects deliverable, during which period the records will be made available at HC's office to the CLIENT at reasonable times.
- B. Any reuse of the of the Work Product described above without written verification or adaptation by HC as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to HC. CLIENT shall indemnify and hold harmless HC from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle HC to further compensation at rates to be agreed upon by CLIENT and HC.
- C. Unless specified otherwise in HC's Proposal, HC will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particular subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and therefore, the data, interpretations, and recommendations of HC are based solely on the information available at the time of the investigation. HC shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance- HC warrants it will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no other warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Limitation of Liability- In the event of any loss, damage, claim or expense to CLIENT resulting from HC's performance or non-performance of the professional services authorized under these Terms and Conditions, HC's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of HC or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of HC arising out

of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or the total compensation HC receives from CLIENT under these Terms and Conditions.

10. Disclaimer of Consequential Damages- Notwithstanding anything to the contrary in these Terms and Conditions, HC shall have no liability to CLIENT for indirect, consequential or special damages including but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup and whether such damages are based on contract, tort including negligence, strict liability or otherwise.
11. Certifications- HC shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:
 - A. HC concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
 - B. HC believes that the work performed, tested or observed meets the certification criteria; and
 - C. HC gave its written approval of the certification's exact form before executing these Terms of Conditions.

Any certification by HC shall be interpreted and construed as an expression of professional opinion based upon the Services performed by HC, and does not constitute a warranty or guaranty, either expressed or implied.

ATTACHMENT B
HARTMAN CONSULTANTS, LLC

Hourly Rate Schedule

<u>Consultant</u>	<u>Rate per Hour</u>
Mr. Hartman	\$190
Sr. Consultant	\$185
Certified Public Accountant	\$180
Sr. Professional Engineer/ Sr. Management Consultant	\$175
Professional Engineer/Production Manager/ Sr. Constr. Mgr. /Management Consultant	\$160
Consultant/Sr. Designer/Const. Eng.	\$130
Engineer/Funding Specialist	\$110
Finance Analyst/ MBA/ Constr. Specialist	\$100
Project Support/ Researcher	\$90
Junior Researcher	\$80
Administrative/Production	\$60

Invoices are due and payable within 15 days from date of invoice; all delinquent charges are subject to a service charge of 1-1/2 percent per month or a fraction thereof. Should an invoice not be paid within 45 days of the invoice date, HC may stop work and recover payment for all work executed prior to the work stoppage.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gerald C. Hartman

2 Business name/disregarded entity name, if different from above

Hartman Consultants, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

637 North Park Avenue

6 City, state, and ZIP code

Winter Park, Florida 32789

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

or

Employer identification number									
3	0	-	0	7	9	6	7	6	7

Part II Certification

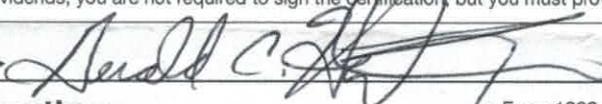
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

1/2/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION NO.: R-2020-08

STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT.

FPID:

COUNTY:

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to compensate the agencies for maintenance and operation of lighting on the State Highway System, hereinafter referred to as the Project; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the CITY NAME hereinafter referred to as the UAO, to execute and deliver to the **FDOT** the agreement identified as State Highway Lighting, Maintenance, and Compensation Agreement, hereinafter referred to as the "Agreement,"

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (NAME), (TITLE) be hereby authorized and directed to execute and deliver the Agreement to the **FDOT**.

A certified copy of this Resolution will be forwarded to the FDOT along with the executed Agreement. This Resolution shall be effective immediately upon passage.

IN WITNESS WHEREOF, the Town of Lake Hamilton, Florida, has duly adopted this Resolution and caused it to be executed. The Resolution was introduced and passed by the UAO on the day of June, 2020.

TOWN OF LAKE HAMILTON, FLORIDA

MICHAEL KEHOE, MAYOR

ATTEST WITH SEAL:

TOWN CLERK BRITTNEY SANDOVALSOTO

Approved as to form:

TOWN ATTORNEY JEFFREY DAWSON

Resolution R-2020-08

Page 2

<u>Record of Vote</u>	<u>Yes</u>	<u>No</u>
Wagner	—	—
Roberson	—	—
Tomlinson	—	—
O'Neill	—	—
Kehoe	—	—

RESOLUTION NO.: R-2020-09**A RESOLUTION OF THE TOWN OF LAKE HAMILTON ENCOURAGING CITIZENS AND BUSINESSES IN THE TOWN OF LAKE HAMILTON AND VISITORS TO THE TOWN OF LAKE HAMILTON TO FOLLOW THE STATE OF FLORIDA DEPARTMENT OF HEALTH PUBLIC HEALTH ADVISORIES AS THEY RELATE TO PUBLIC HEALTH IN RESPONSE TO COVID-19.**

WHEREAS, on March 25, 2020, State Surgeon General Scott Rivkees, MD, issued a public health advisory relating to protective measure for vulnerable populations, gatherings of private citizens and density of the workforce, and

WHEREAS, on April 29, 2020, the Governor of Florida issued Executive Order 20-112, (Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery;) and

WHEREAS, on May 4, 2020, Governor Ron DeSantis implemented Phase 1 of Florida's recovery, a plan in which the Governor's Task Force recommended encouraging individuals to limit their personal interactions outside of the home, permitting certain personal services to resume in the State of Florida, and advising individuals to wear face coverings in instances in which social distancing is impractical; and

WHEREAS, on June 5, 2020, Governor Ron DeSantis implemented Phase 2 of Florida's recovery plan for the majority of Florida's counties, encouraging individuals to follow appropriate social distancing and safety protocols issued by the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA) in their personal interactions outside of the home; and

WHEREAS, with the significant reopening of its economic, cultural and civic life, bringing more people into contact with each other, Polk County and its communities has experienced an increase in the daily positivity rate of infections for COVID-19; and

WHEREAS, Polk County health care providers have experienced an increase in

emergency room visits and hospitalizations related to COVID-19; and

WHEREAS, in order to limit the probability of continued spread of COVID-19, it is prudent to take more stringent measures to reduce the potential that Stay at Home orders will be reinstated for Polk County including the Town of Lake Hamilton; and

WHEREAS, the Center for Disease Control and Prevention ("CDC") guidelines on social distancing and wearing face coverings must be adhered to if the Town of Lake Hamilton and other communities in Polk County is to continue on its path to economic recovery; and

WHEREAS, the CDC recommends wearing face coverings in public settings where other social distancing measures are difficult to maintain; and

WHEREAS, the use of face coverings and social distancing are important public health approaches to slow the transmission of COVID-19; and

WHEREAS, during a public health crisis, protecting the health and safety of the Town of Lake Hamilton's residents and visitors is among the most important functions of the municipal government.

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

Section 1. Incorporation of Recitals. The foregoing findings are true and correct and are hereby adopted and incorporated herein.

Section 2. Definition.

- a. "Face Covering" shall mean a uniform piece of material that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands.
- b. "Social Distancing" shall mean keeping space between yourself and other people by staying at least 6 feet (about 2 arms' length) from other people.

- c. "Companion" shall mean a person by whom you are accompanied.

Section 3. Face Coverings and Social Distancing.

a. It is strongly encouraged that every person working, living, visiting, or doing business in the Town of Lake Hamilton wear a Face Covering and practice Social Distancing consistent with the current CDC guidelines while in any public place.

b. It is strongly encouraged that every person entering a building or facility owned by the Town of Lake Hamilton wear a Face Covering and practice Social Distancing consistent with the current CDC guidelines.

c. Nothing herein shall require or allow a person to wear a face covering so as to conceal the identity of the wearer in violation of Fla. Stat. Chapter 876.

d. Medical and surgical face masks, such as "N95" masks or similar medical or surgical masks should be reserved for health care personnel and other first responders with the greatest need for such personal protective equipment. Persons are encouraged to review and comply with the CDC and Florida Department of Health guidelines on personal protective equipment, including with the respect to the use of a medical or surgical face mask, such as "N95" mask or similar medical or surgical mask.

e. All businesses are strongly encouraged to follow CDC guidelines or industry standards (if any) on face coverings and social distancing. Businesses are recommended that Executive Order 2020-12 requires that both employees and patrons of businesses that require employees and patrons to be within six (6) feet must wear a face mask or covering, unless the wearing of the patron's face mask or covering would impede the patron's service, in which case only the service provider must wear a face mask or covering.

- f. All businesses are encouraged to prohibit entry of each person who is not wearing a face covering with the exception of those below listed persons.

Section 4. Exceptions.

a. Nothing herein shall require the wearing of Face Coverings by the following people:

- i.) Persons under the age of two years old; or
- ii.) Persons for whom a face covering would cause impairment due to an existing health condition; or
- iii.) Persons working in a profession who do not have any face-to-face interactions with the public; or
- iv.) Persons working in a profession where use of a face covering will not be compatible with the duties of the profession; or
- v.) Persons exercising while observing social distancing in accordance with the CDC guidelines.

b. This Order does not apply to employees and patrons of first response, government, healthcare or medical, veterinarian, shelter or rehabilitation, childcare, utility providers, construction, or transit agencies.

Section 5. Applicability. This Order is in addition to the Executive Orders issued by Governor DeSantis. Any provision(s) within this Order that conflict(s) with any State or Federal law or constitutional provisions, or conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or President of the United States, shall be deemed inapplicable and deemed to be severed from this Order, with the remainder of the Order remaining "intact and in full force and effect."

Section 6. Effective Date; Expiration Date. This Resolution shall become effective on July 1, 2020 at 12:01 A. M. This Order will remain in effect throughout the Polk County declared Public Emergency pursuant to COVID-19, unless earlier rescinded.

INTRODUCED AND PASSED on first reading by the Town Council of the Town of Lake Hamilton, at special session this 30th day of June, 2020.

ATTEST:

APPROVED:

Brittney Sandovalsoto, Town Clerk

Michael Kehoe, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Jeffrey Dawson, Town Attorney

<u>Record of Vote</u>	<u>Yes</u>	<u>No</u>
Wagner	___	___
Roberson	___	___
Tomlinson	___	___
O'Neill	___	___
Kehoe	___	___

Town of Lake Hamilton									
BudgetDraft									
Budget Workshop June 16, 2020									
		Actual	Oct	Actual	Oct	18-19	Actual	Final adopted	Unaudited
	Income	'16 - Sep 17	'17 - Sep 18	'17 - Sep 18	'17 - Sep 18	Approved	Oct '18 - Sep 19	FY 19/20	YTD May 31, 2019
						Budget			ROUGH draft
									2020-2021
Ordinary Income/Expense									
	310.000 · Taxes							8.4276	8.0000
	311.000 · Ad Valorem Taxes	556193	606784	676640	661412	687,678	652,376	702,363	95%
	312.000 · Local Option, Use & Fuel Taxes								
	312.300 · County 9th Cent Voted Fuel Tax	11791	12423	10000	11652	10,000	7,585	10,000	
	312.410 · 1st Local Option Fuel Tax	65447	80133	70421	70605	70,655	41,889	70,655	
	312.420 · 2nd Local Option Fuel Tax	41480	47093	41500	44534	43,977	26,307	43,977	
	Total 312.000 · Local Option, Use & Fuel Taxes	118718	139648	121921	126791	124,632	75,782	124,632	
	314.000 · Utility Services Taxes								
	314.100 · Electricity	107308	128247	110000	127481	120,000	74,253	120,000	
	314.300 · Water	39189	34703	52000	44679	52,000	1,132	52,000	
	314.800 · Propane	4491	5687	5000	4706	5,000	3,084	5,000	
	Total 314.000 · Utility Services Taxes	150987	168638	167000	176866	177,000	78,468	177,000	
	315.000 · Communications Services Taxes	9872	42248	30412	22099	30,412	10,992	30,412	
	316.000 · Local Business Tax								
	316.001 · Local Tax	1218	1861	1200	1472	1,200	739	1,200	
	316.002 · From County	310	325	500	323	500	549	500	
	316.000 · Local Business Tax - Other	870	0	0	0	0	0	0	
	Total 316.000 · Local Business Tax	2398	2186	1700	1795	1,700	1,288	1,700	
	Total 310.000 · Taxes	838168	959504	997673	988964	1,021,422	818,906	1,036,107	
	320.000 · PermitsFeesSpecial Assessments								
	322.00 · Permits								
	322.100 · Building Permits	58435	52616	60000	80442	75,000	38,799	75,000	
	322.200 · BOCC Admin Fee - Impact Fees	0	4439	0	4364	5,743	2,297	5,743	
	Total 322.00 · Permits	58435	57056	60000	84806	80,743	41,096	80,743	
	323.000 · Franchise Fees								
	323.100 · Electricity - Other	102815	101224	100000	123726	102,000	67,725	102,000	
	323.701 · Republic Services Franchise Fee	21628	22868	21000	26148	24,000	16,428	24,000	
	Total 323.000 · Franchise Fees	124443	124092	121000	149874	126,000	84,152	126,000	
	324.000 · Impact Fees								
	324.110 · Residential-Public Safety	0	0	0	0	0	0	0	
	324.210 · Residential-PhysicalEnvironment								
	324.211 · Water Impact Fees - Residential	0	4639	50000	65597	57,983	26,859	57,983	
	324.212 · Sewer Impact Fees - Residential	0	0	0	5000	0	0	0	
	324.210 · Residential-PhysicalEnvironment - Other	41580	0	0	0	0	0	0	
	Total 324.210 · Residential-PhysicalEnvironment	41580	4639	50000	70597	57,983	26,859	57,983	
	324.220 · Commercial-PhysicalEnvironment								
	324.222 · Sewer Impact Fees - Commercial	0	31159	45524	33556	0	2,397	0	
	Total 324.220 · Commercial-PhysicalEnvironment	0	31159	45524	33556	0	2,397	0	
	324.420 · Commercial-EconomicEnvironment	3695	0	0	0	0	0	0	
	Total 324.000 · Impact Fees	45275	35798	95524	104153	57,983	29,256	57,983	
	329.000 · OtherPermitsSpecialAssessments								
	329.001 · Golf Cart Registrations	0	145	140	210	140	105	140	
	329.002 · Planning Department Fees	0	5525	7500	4329	9,000	600	9,000	
	329.000 · OtherPermitsSpecialAssessments - Other	29078	0	0	0	0	0	0	
	Total 329.000 · OtherPermitsSpecialAssessments	29078	5670	7640	4539	9,140	705	9,140	
	320.000 · PermitsFeesSpecial Assessments - Other	105	0	0	0	0	0	0	
	Total 320.000 · PermitsFeesSpecial Assessments	257336	222615	284164	343373	273,866	155,210	273,866	

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021	
330.000 - Intergovernmental Revenue								
331.000 - Federal Grants								
331.200 - Public Safety								
331.201 - JAGD Grant	0	0	1000	1187	1,000	0	1,000	
331.202 - Police Grant JAGC	8000	0	10000	0	9,600	2,560	9,600	
331.200 - Public Safety - Other	862	0						
Total 331.200 - Public Safety	8862	0	11000	1187	10,600	2,560	10,600	
331.300 - Physical Environment								
331.320 - USDA Community Facilities	0	139600	2996300	0	2,846,300	0	1,090,384	see 533.632
331.350 - Sewer / Wastewater	928684	557014	0	0	0	0	0	
Total 331.300 - Physical Environment	928684	696614	2996300	0	2,846,300	0	1,090,384	
Total 331.000 - Federal Grants	937546	696614	3007300	1187	2,856,900	2,560	1,100,984	
334.000 - State Grants								
334.200 - Public Safety	500	0		0				
334.300 - Physical Environment								
334.350 - Sewer/Wastewater	0	0		0	209,306	158,430	60,000	see 535.63
334.360 - Stormwater Management	0	623	650000	10000	650,000	0	650,000	see 541.63
334.300 - Physical Environment - Other	0	0		0				
Total 334.300 - Physical Environment	0	623	650000	10000	859,306	158,430	710,000	
334.700 - Culture and Recreation								
334.701 - FRDAP	0	97745	100000	0	250,000	0	100,000	see 572.64
334.702 - FBIP	119486	0				0		
Total 334.700 - Culture and Recreation	119486	97745	100000	0	250,000	0	100,000	
334.900 - Other State Grants	0	0		0				
Total 334.000 - State Grants	119986	98368	750000	10000	1,109,306	158,430	810,000	
335.000 - State Shared Revenues								
335.100 - General Government								
335.140 - Mobile Home License Tax	188	141	100	321	100	425	100	
335.150 - Alcoholic Beverage License Tax	-6243	196	100	196	195	0	195	
335.160 - Dist of Sales/Use TaxToCounties	6439	-2570	12000	0	0	0	0	
335.170 - Sales Tax	30988	0		0				
335.180 - Local Govt 1/2 Cent Sales Tax	78930	85635	85296	89167	94,855	53,648	94,855	
335.190 - State Revenue Sharing .08 Tax	6681	42657	43720	44465	46,095	25,493	46,095	
335.100 - General Government - Other	0	-4302		0				
Total 335.100 - General Government	116983	121757	141216	134149	141,245	79,566	141,245	
335.101 - State Revenue Sharing Sales Tax	0	0	0	0	0		0	
335.200 - Public Safety								
335.230 - Emergency Management Assistance	0	3906		15716				
Total 335.200 - Public Safety	0	3906		15716				
335.300 - Physical Environment								
335.350 - Sewer/Wastewater	0	0		0				
Total 335.300 - Physical Environment	0	0		0				
335.900 - Other State Shared Revenue	0	0		0				
335.000 - State Shared Revenues - Other	2998	2666		0				
Total 335.000 - State Shared Revenues	119981	128329	141216	149865	141,245	79,566	141,245	
330.000 - Intergovernmental Revenue - Other	0	0		0				
Total 330.000 - Intergovernmental Revenue	1177513	923310	3898516	161051	4,107,451	240,556	2,052,229	

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021
340.000 - Charges for Services							
341.000 - General Government							
341.900 - Other General Govt Charges/Fees							
341.901 - General Misc./Elections	6312	0	3000	0	1,500	0	1,500
341.900 - Other General Govt Charges/Fees - Other	8789	0		0		0	
Total 341.900 - Other General Govt Charges/Fees	15101	0	3000	0	1,500	0	1,500
Total 341.000 - General Government	15101	0	3000	0	1,500	0	1,500
342.000 - Public Safety							
342.100 - Law Enforcement Services	0	804	1000	1007	1,000	620	1,000
342.500 - Code Enforcement Fees	0	6378	20000	15229	30,000	21,392	30,000
Total 342.000 - Public Safety	0	7181	21000	16237	31,000	22,013	31,000
343.000 - Physical Environment							
343.100 - Electric Utility	0	0		12984	13,373.00	0.00	13,373.00
343.300 - Water Utility							
343.301 - Water Income	466937	504461	520000	533385	540,000	382,703	540,000
343.302 - Water Meter Set Fees	17964	11397	15680	23332	19,175	8,385	19,175
343.303 - Cross Connection Program	0	0	4500	8510	6,795	0	6,795
343.305 - Connect/Reconnect Fees	2865	11670		8192	11,530	5,820	11,530
343.300 - Water Utility - Other	17674	0		0			
Total 343.300 - Water Utility	505440	527528	540180	573419	577,500	396,908	577,500
343.400 - Garbage/Solid Waste							
343.401 - Sanitation Income/Republic	92179	96171	100980	101175	129,600	89,240	129,600
343.402 - Trash Collection	79718	83499	87516	90949	93,600	64,059	93,600
Total 343.400 - Garbage/Solid Waste	171897	179670	188496	192124	223,200	153,299	223,200
343.500 - Sewer/Wastewater Utility	0	2237	50000	13608	25,000	11,149	25,000
343.550 - Stormwater Management Fees	36506	39764	40368	41010	46,920	27,806	46,920
343.700 - Conservation/ResourceManagement	45950	6525		0			
343.900 - OtherPhysicalEnvironmentCharges							
343.901 - Late Fee Income	9900	30355	20000	21454	22,000	8,601	22,000
343.902 - Return Check Revenue	348	1598		1294		850	
343.900 - OtherPhysicalEnvironmentCharges - Other	0	0					
Total 343.900 - OtherPhysicalEnvironmentCharges	10248	31952	20000	22748	22,000	9,451	22,000
343.000 - Physical Environment - Other	-5	1516				74	
Total 343.000 - Physical Environment	770036	789193	839044	855892	907,993	598,687	907,993
347.000 - Culture and Recreation							
347.400 - Special Events	0	845		0	500	0	500
Total 347.000 - Culture and Recreation	0	845		0	500	0	500
348.000 - Court Related Revenues	3848	0		0			
349.000 - Other Charges for Services	4	84		0			
340.000 - Charges for Services - Other	281	8		0			
Total 340.000 - Charges for Services	789269	797311	863044	872129	940,993	620,700	940,993
350.000 - Judgments, Fines and Forfeits							
351.000 - Judgements							
351.100 - County Court Criminal							
351.101 - Police Fines & Forfeitures	7217	24540	8000	23318	15,000	23,061	15,000
351.102 - Police Education	1152	1707	2000	2221	2,000	1,428	2,000
351.103 - Clerk of County Court Fees	4177	10016	8000	4516	8,000	5,769	8,000
351.104 - Police Investigations	1042	1722	5000	4865	5,000	4,453	5,000
351.105 - Police Resitution	0	64		152			
351.100 - County Court Criminal - Other	25	0		3778			
Total 351.100 - County Court Criminal	13611	38050	23000	38849	30,000	34,710	30,000
351.200 - Circuit Court Criminal	12	0		0			

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021			
351.800 · Fines-PublicRecordModernization	0	0		0						
351.900 · Other Judgments	0	0		101						
351.000 · Judgements - Other	2838	0		2232						
Total 351.000 · Judgements	16461	38050	23000	41183	30,000	34,710	30,000			
352.000 · Fines										
356.000 · State Fines & Forfeits	0	0		0						
352.000 · Fines - Other	3338	0		0						
Total 352.000 · Fines	3338	0		0						
358.000 · Forfeits										
358.200 · Seized by Law Enforcement	453	3223		11267	5,000	0	5,000			
358.000 · Forfeits - Other	160	0		0						
Total 358.000 · Forfeits	613	3223		11267	5,000	0	5,000			
359.000 · Other Judgments Fines Forfeits	5003	0		0						
350.000 · Judgments, Fines and Forfeits - Other	392	0		0						
Total 350.000 · Judgments, Fines and Forfeits	25807	41273	23000	52450	35,000	34,710	35,000			
360.000 · Miscellaneous Revenues										
361.000 · Interest and Other Earnings										
361.100 · Interest	6595	8751	6616	7613	6,616	4,076	6,616			
Total 361.000 · Interest and Other Earnings	6595	8751	6616	7613	6,616	4,076	6,616			
364.000 · Sales-Disposition ofFixedAssets				-65492		11,068				
365.000 · Sales-Surplus Materials/Scrap	507	12173	500	293	5,000	0	5,000			
366.000 · Contributions/Donations-Private	5267	8503	7500	6966	7,500	900	7,500			
367.000 · Licenses	0	25		0						
369.000 · Other Miscellaneous Revenues										
369.300 · Settlements/Insurance Claims	0	0								
369.900 · Other	24514	24704	10000	18144	15,000	17,814	15,000			
369.000 · Other Miscellaneous Revenues - Other	0	0	0	0	0		0			
Total 369.000 · Other Miscellaneous Revenues	24514	24704	10000	18144	15,000	17,814	15,000			
Total 360.000 · Miscellaneous Revenues	36883	54157	24616	-32475	34,116	33,858	34,116			
380.000 · Non-Operating Revenue										
381.000 · Interfund Group Transfers In	0	0	360000	0	241,197		725,000	550K roads/150K storage/25K car		
383.000 · InstallmentPurchases/LeaseProceeds				154753				see 541.63 and 511.60		
384.000 · Debt Proceeds	0	0	1805000	603799	1,607,336	264,845				
Total 380.000 · Non-Operating Revenue	0	0	2165000	758552	1,848,533	264,845	725,000			
390.000 · Other Sources	0	0		0						
Total Income	3124976	2998171	8256013	3144044	8,261,381	2,168,783	5,097,311			
Gross Profit	3124976	2998171	8256013	3144044	8,261,381		5,097,311			

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021		
Expense									
510.00 · General Government Services									
511.00 · Legislative									
511.10 · Personnel Services									
511.11 · Executive Salaries	2580	2580	3180	2580	3,180	2,505	3,180		
511.24 · Workers' Compensation	23603	22888	30000	30000	35,000	31,156	35,000		
511.10 · Personnel Services - Other	0	0		0					
Total 511.10 · Personnel Services	26183	25468	33180	32580	38,180	33,661	38,180		
511.30 · Operating Expenditures/Expenses									
511.31 · Professional Services	14010	23794	33000	14142	33,000	8,988	33,000		
511.32 · Accounting & Auditing	29353	0		0					
511.40 · Travel and Per Diem	3355	4575	6000	5112	6,000	1,573	6,000		
511.45 · Insurance	42483	30689	35000	35000	40,000	52,739	45,000		
511.47 · Printing & Binding	2548	0	3500	3257	3,500	0	3,500		
511.48 · Promotional Activities	5000	5855	12500	8017	15,000	4,409	15,000		
511.52 · Operating Supplies	8040	10299		0					
511.54 · BooksPublicaSubscripMemberships	1103	2652	2500	2040	2,500	1,314	2,500		
511.55 · Training	800	1440	2250	1700	3,000	61	3,000		
Total 511.30 · Operating Expenditures/Expenses	106692	79303	94750	69268	103,000	69,083	108,000		
511.60 · Capital Outlay									
511.62 · Buildings	0	23675	1050000	912179	638,525	329,566	150,000	see 381.000	
511.63 · Infrastructure	0	0		10129			15,000		
511.64 · Machinery & Equipment	0	30000	0		0		25,000		
Total 511.60 · Capital Outlay	0	53675	1050000	922308	638,525	329,566	190,000		
511.70 · Debt Service									
511.71 · Principal				17862					
511.72 · Interest				1033					
511.70 · total Debt Service				18894					
511.90 · Other Uses									
511.91 · Intragovernmental Transfers	0	0	46194	0	29,676	0	30,167		
511.99 · Other Uses	0	5548		0					
Total 511.90 · Other Uses	0	5548	46194	0	29,676	0	30,167		
Total 511.00 · Legislative	132875	163995	1224124	1043050	809,381	432,309	366,347		
513.00 · Financial and Administrative									
513.10 · Personnel Services									
513.12 · Regular Salaries & Wages	96904	87598	113041	115457	138,206	91,175	128,980		
513.13 · Other Salaries & Wages	0	0		0					
513.15 · Special Pay	0	0	484	0	728		728		
513.21 · FICA Taxes	7202	10889	8648	9236	10,628	6,975	9,923		
513.22 · Retirement Contributions	530	55	3054	-967	6,062	3,990	7,094		
513.23 · Life and Health Insurance	21715	18145	18000	17875	25,800	12,528	27,000	9k x 3	
513.10 · Personnel Services - Other	0	0	0	0	0		0		
Total 513.10 · Personnel Services	126351	116687	143227	141601	181,425	114,668	173,725		
513.30 · Operating Expenditures/Expenses									
513.32 · Accounting & Auditing	0	27753	40000	28885	35,000	32,223	35,000		
513.40 · Travel and Per Diem	5138	6025	5500	6035	6,180	1,834	6,180		
513.41 · Communication Services	1337	2003	2000	2451	2,000	1,396	2,000		
513.43 · Utility Services	2628	2485	2200	3075	2,200	1,572	2,200		
513.44 · Rentals & Leases	1699	1916	1800	2346	1,800	1,158	1,800		
513.45 · Insurance	0	0							
513.46 · Repair & Maintenance Services	1487	1309	1200	1836	1,200	1,224	1,200		
513.47 · Printing & Binding	1379	0		0	1,500	1,014	1,500		

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		'16 - Sep 17		'17 - Sep 18		Approved	Oct '18 - Sep 19	FY 19/20	YTD May 31,	2020-2021
						Budget			2019	
	513.492 · Advertising		1049		2167	5000	4502	5,000	378	3,500
	513.52 · Operating Supplies		8453		9527	9500	8797	12,000	6,708	12,000
	513.522 · Fuel Expenses							1,000	0	1,000
	513.54 · BooksPublicaSubscripMemberships		1283		1382	1500	1880	1,650	1,692	2,500
	513.55 · Training		0		0	0	0	3,150	275	3,150
	Total 513.30 · Operating Expenditures/Expenses		24452		54567	68700	59807	72,680	49,474	72,030
	513.60 · Capital Outlay									
	513.64 · Machinery & Equipment				4000					
	513.649 · Other Equipment		0				0			
	Total 513.64 · Machinery & Equipment		0		4000		0	0		25,000
	Total 513.60 · Capital Outlay		0		4000		0	0		25,000
	Total 513.00 · Financial and Administrative		150803		175254	211927	201408	254,105	164,142	270,755
	Total 510.00 · General Government Services		283678		339248	1436051	1244459	1,063,486	596,451	637,102

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vehicle

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021	
530.00 - Physical Environment								
533.00 - Water Utility Services								
533.10 - Personnel Services								
533.12 - Regular Salaries & Wages	69934	87773	93387	99969	98368	59,096	110,546	
533.14 - Overtime	8309	16504	30000	25939	30000	6,122	20,000	
533.15 - Special Pay	0	0	14326	7006	16210	6,972	16,210	
533.21 - FICA Taxes	6099	7295	10535	9646	11060	5,523	11,227	
533.22 - Retirement Contributions	1116	3279	3027	3698	7185	3,833	4,454	
533.23 - Life and Health Insurance	21858	24250	27000	26198	17200	10,336	27,000	9k x 3
Total 533.10 - Personnel Services	107316	139100	178275	172456	180,024	91,882	189,436	
533.30 - Operating Expenditures/Expenses								
533.31 - Professional Services								
533.311 - Engineering/Professional Services	0	4500	5000	5000	5,000	0	5,000	
533.31 - Professional Services - Other	0	232		0				
Total 533.31 - Professional Services	0	4732	5000	5000	5,000	0	5,000	
533.34 - Audit/Accounting	0	6365	7000	7000	13,600	0	13,600	
533.40 - Travel and Per Diem	49	425	2000	3266	2,500	813	3,165	
533.41 - Communication Services	2726	2088	4500	3555	4,500	2,831	4,500	
533.43 - Utility Services	17047	24806	35000	28858	35,000	20,366	35,000	
533.44 - Rentals & Leases	1256	1455	2000	2739	2,000	2,127	2,500	
533.45 - Insurance	354	10654	15000	15000	15,000	397	15,000	
533.46 - Repair & Maintenance Services	57499	36697	55000	116482	55,000	20,410	55,000	
533.47 - Printing & Binding	1025	53	1500	0	1,500	0	1,500	
533.49 - Other Current Charges/Obligations	0	0		0				
533.52 - Operating Supplies								
533.521 - Other Operating Supplies	27881	19546	35000	38308	40,000	28,666	40,000	
533.522 - Fuel Expenses	4751	2416	4500	2990	4,500	3,822	6,000	
533.523 - Uniforms	1827	1903	500	1172	500	0	500	
533.52 - Operating Supplies - Other	0	0	0	0	0	0	0	
Total 533.52 - Operating Supplies	34458	23864	40000	42470	45,000	32,488	46,500	
533.54 - Books/Public Subscriptions/Memberships	1098	1009	610	927	1,000	429	1,000	
533.55 - Training	116	1243	3615	5006	3,700	682	2,940	
533.59 - Depreciation	163549	0		170074				
533.599 - Water Taxes	-40	-19	0	0	0	111	0	
533.30 - Operating Expenditures/Expenses - Other	0	0		0				
Total 533.30 - Operating Expenditures/Expenses	279137	113373	171225	400379	183,800	80,654	185,705	
533.60 - Capital Outlay								
533.63 - Infrastructure								
533.631 - In house water projects	19676	54066	100000	99415	25,000	10,909	25,000	
533.632 - Water Distribution System	8711	218450	3901300	0	3,901,300	25,702	1,090,384	
Total 533.63 - Infrastructure	28387	272516	4001300	99415	3,926,300	36,612	1,115,384	
533.64 - Machinery & Equipment	2089	5184	22500	1101	46,408	45,899	15,000	1/2 software
Total 533.60 - Capital Outlay	30476	277699	4023800	100516	3,972,708	82,511	1,130,384	
533.70 - Debt Service								
533.71 - Principal								
533.713 - Water Treatment Plant	96929	0	104267	0	104,267	0	104,267	
533.71 - Principal - Other	0	104783		62031				
Total 533.71 - Principal	96929	104783	104267	62031	104,267	0	104,267	
533.72 - Interest								
533.721 - Water Meters	0	0	0	0	0		0	
533.722 - SRF Loan	0	6147						
Total 533.72 - Interest	0	6147	0	0	0		0	

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021
534.00 - Sanitation							
534.10 - Personnel Services							
534.12 - Regular Salaries & Wages	34231	35710	41033	40245	42,748	27,470	34,413
534.14 - Overtime	0	140					
534.15 - Special Pay	0	0		0			
534.21 - FICA Taxes	2625	2464	3140	3079	3,270	2,101	2,634
534.22 - Retirement Contributions	0	0	1231	0	1,607	393	1,893
534.23 - Life and Health Insurance	11137	8116	9000	9106	8,600	4,355	9,000
534.10 - Personnel Services - Other	0	0	0	0	0		0
Total 534.10 - Personnel Services	47992	46430	54404	52429	56,225	34,319	47,940
534.30 - Operating Expenditures/Expenses							
534.34 - Other Services	93244	106384	110000	120255	148,000	92,607	148,000
534.41 - Communication Services	390	567	500	671	1,000	898	1,000
534.46 - Repair & Maintenance Services	22705	10318	10000	6945	5,000	6,359	5,000
534.52 - Operating Supplies							
534.521 - Other Operating Supplies	1883	1357		292		1,190	
534.522 - Fuel Expenses	2660	3027	3500	3655	3,500	1,812	3,500
534.523 - Uniforms	1208	1105	500	444	500	0	500
Total 534.52 - Operating Supplies	5751	5489	4000	4391	4,000	3,002	4,000
534.55 - Training	0	0	0	0	0		0
534.30 - Operating Expenditures/Expenses - Other	0	0		0			
Total 534.30 - Operating Expenditures/Expenses	122090	122758	124500	132262	158,000	102,866	158,000
534.60 - Capital Outlay							
534.64 - Machinery & Equipment	16781	18256	206700	174361	35,708	2,291	18,260
534.70 - Debt Service				31442		22,867	
Total 534.60 - Capital Outlay	16781	18256	206700	205803	35,708	25,158	18,260
Total 534.00 - Sanitation	186863	187444	385604	390494	249,933	162,343	224,200
535.00 - Sewer / Wastewater Services							
535.10 - Personnel Services							
535.12 - Regular Salaries & Wages	0	9315	11053	10060	11,402	6,609	13,065
535.21 - FICA Taxes	0	0	846		872	506	1,000
535.23 - Life and Health Insurance					8,600	0	
Total 535.10 - Personnel Services	0	9315	11899	10060	20,875	7,115	14,065
535.30 - Operating Expenditures/Expenses							
535.31 - Professional Services	0	0				1,500	
535.40 - Travel and Per Diem					2,000	0	2,000
535.41 - Communication Services	0	0	1200	633	1,000	631	1,000
535.43 - Utility Services	0	1415	1200	1972	1,200	10,890	1,200
535.45 - Insurance	0	0	7000	4767	7,000	0	7,000
535.46 - Repair & Maintenance Services	0	3731		31	10,000	3,792	10,000
535.52 - Operating Supplies	0	7674	20000	4312	10,000	4,722	10,000
535.59 - Depreciation				31284			
Total 535.30 - Operating Expenditures/Expenses	0	12820	29400	42998	31,200	21,536	31,200
535.55 - Training					2,000	11	2,000
535.60 - Capital Outlay							
535.63 - Infrastructure	0	562222	0	68381	209,306	164,449	60,000
535.60 - Capital Outlay Other				-68381	1,400	1,400	1,400
Total 535.60 - Capital Outlay	0	562222	0	0	210,706	165,849	61,400
535.00 - Sewer / Wastewater Services - Other	0	237		187			
Total 535.00 - Sewer / Wastewater Services	0	584594	41299	53246	264,781	194,510	108,665
Total 530.00 - Physical Environment	673645	1419287	4916764	1185152	4,967,806	618,047	1,954,951
533. Bad Debt Expense				53245			

	Actual '16 - Sep 17	Oct '17 - Sep 18	18-19 Approved Budget	Actual Oct '18 - Sep 19	Final adopted FY 19/20	Unaudited YTD May 31, 2019	ROUGH draft 2020-2021	
Total 540.00 · Transportation	154707	182381	851204	179337	948,232	76,228	1,328,709	
570.00 · Culture & Recreation								
572.00 · Parks and Recreation								
572.10 · Personnel Services								
572.12 · Regular Salaries & Wages	35514	36918	41033	40902	42,748	28,546	34,413	
572.15 · Special Pay	0	0		0	468	0		
572.21 · FICA Taxes	2717	2545	3140	3129	3,306	2,184	2,633	
572.22 · Retirement Contributions	0	0	1232	650	1,760	1,171	1,893	
572.23 · Life and Health Insurance	10717	7358	9000	9056	8,600	4,364	9,000	1 E
Total 572.10 · Personnel Services	48948	46821	54405	53737	56,882	36,265	47,939	
572.30 · Operating Expenditures/Expenses								
572.31 · Professional Services	0	800	17000	14730	17,000	1,700	17,000	
572.41 · Communication Services	0	0			1,000	0	1,000	
572.43 · Utility Services	3826	2304	3500	4156	3,500	2,476	3,500	
572.46 · Repair & Maintenance Services	5011	13102	6500	6715	7,000	6,588	7,000	
572.52 · Operating Supplies								
572.521 · Other Operating Supplies	4566	3972	3000	3180	3,000	2,361	3,000	
572.522 · Fuel Expenses	3715	4458	2800	4496	2,800	2,103	2,800	
572.523 · Uniforms	985	869	500	321	500	0	500	
572.52 · Operating Supplies - Other	0	20		0				
Total 572.52 · Operating Supplies	9266	9319	6300	7997	6,300	4,464	6,300	
Total 572.30 · Operating Expenditures/Expenses	18103	25524	33300	33598	34,800	15,227	34,800	
572.60 · Capital Outlay								
572.64 · Machinery & Equipment	147440	22636	127500	27801	255,000	0	115,000	see 334.701
Total 572.60 · Capital Outlay	147440	22636	127500	27801	255,000		115,000	
572.70 · Debt Service				10910				
572.00 · Parks and Recreation - Other	0	88		0	1,400	2,569	1,400	
Total 572.00 · Parks and Recreation	214491	95069	215205	126046	348,082	54,061	199,139	
Total 570.00 · Culture & Recreation	214491	95069	215205	126046	348,082	54,061	199,139	
66900 · Reconciliation Discrepancies	-36	-136		0				
Total Expense	1962678	2903982	8256013	3516499	8,261,381	1,824,401	5,097,311	
Total Income							5,097,311	

	A	D	E	F	G	H	I	J	K	L	M	N	O
50	Sub-Total	\$664,000	Out 541.63		\$0		\$0		\$0		\$0		
51	PUBLIC WORKS PROJECTS	\$1,307,260			\$5,000,000		\$0		\$0		\$32,500		\$65,760

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TOWN OF LAKE HAMILTON, FLORIDA
DRAFT CAPITAL IMPROVEMENTS PROGRAM
FY2020 - 2024

For Adoption October 6, 2020

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	General Project Description With Phase Descriptions	FY20/21	Source	FY 21/22	Source	FY 22/23	Source	FY 23/24	Source	FY 24/25	Source	Beyond the Current Budget
60												
61												
62												
63	POLICE											
64	Vehicle Replacement Program											
65	Police cruisers multi-year lease program	\$40,000	GF	Out 521.642	\$40,000	GF	\$40,000	GF	\$40,000	GF	\$40,000	\$40,000
66	PD Radio Upgrade project	\$10,000	GF		\$10,000	GF	\$10,000	GF	\$10,000	GF	\$10,000	\$10,000
67												
68	Total	\$50,000			\$50,000		\$50,000		\$50,000		\$50,000	\$50,000
69												
70	FACILITIES											
71	Storage Facility	\$150,000	Reserve	In 381.000								
72	Town Hall Landscaping	\$15,000		Out 511.60	\$15,000		\$10,000					
73												
74	Hunt Memorial Community Center											\$600,000
75	Total	\$165,000			\$15,000		\$10,000					\$600,000
76												
77	TOWN CLERK											
78	Town Car	\$25,000		In 381.000								
79	Total	\$25,000		Out 511.60	\$0							
80	TOTALS BY YEAR	\$2,777,644			\$5,065,000		\$60,000		\$50,000		\$82,500	\$715,760

82 **Funding Codes:**

83 FRDAP - Florida Recreation

84 Development Assistance Program

85 FBIP - Florida Boating Improvement Program

86 GF - General Fund

87 GT - Gas Taxes

88 Reseves - Town unrestricted reserves