



**TOWN OF LAKE HAMILTON**  
**TOWN COUNCIL**  
**REGULAR MEETING AGENDA**  
**Tuesday, September 7, 2021**  
**6:00 P.M.**

The Town Council of the Town of Lake Hamilton will hold a Regular Council Meeting on Tuesday, September 7, 2021, at 6:00 PM at the Town Hall, 100 Smith Ave, Lake Hamilton, FL 33851.

- 1. CALL TO ORDER BY THE MAYOR**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL OF COUNCIL MEMBERS BY THE CLERK**
- 5. SCHEDULED PRESENTATIONS**
  - a. Recognition of Vice Mayor Wagner *no pages*
  - b. 20<sup>th</sup> Commemoration of 9/11 Day of Service and Remembrance- *pages 1*
  - c. Proclamation for Florida Law Enforcement killed in action- *pages 2*
  - d. Proclamation Recognizing Fire Prevention Week- *pages 3*
  - e. Economic Development Strategy and Disaster Resiliency Plan update, Beneshea Frazier Program Manager-Economic Development, Central Florida Regional Planning Council- *pages 4-20*
- 6. CONSENT AGENDA**
  - a. August 3, 2021, Budget Workshop Minutes- *pages 21*
  - b. August 3, 2021, Regular Meeting Minutes- *pages 22-25*
  - c. August 9, 2021, Special Meeting Minutes- *pages 26*
  - d. August 24, 2021, Council Workshop Minutes- *pages 27*
  - e. 3<sup>rd</sup> Quarter Financial Reports- *pages 28-42*
  - f. Right of Way Permit for Central Florida Infrastructure, Inc. - *pages 43-47*
  - g. Approve 2021-2022 Compensation Plan and new job descriptions- *pages 48-55*
- 7. RECOGNITION OF CITIZENS (Non-Agenda Items)**
- 8. OLD BUSINESS-**
  - a. Future Planning Items
    - i. Update on WUP/AWS/WW- *no pages*
      1. AWS Update/action items- *no pages*
    - ii. Road Design Review- *pages 56*
  - Open Public Hearing
    - b. Second reading of Ordinance O-21-15 Annexation Parcel 410- *pages 57-59*
    - c. Second reading of Ordinance O-21-16 Hamilton Bluff PUD- *pages 60-68*
    - d. Second reading of Ordinance O-21-17 Amendment of C-2 Commercial Zoning District- *pages 69-74*
  - Close Public Hearing
    - e. Request for waiver of certain conditions of Ordinance O-21-11 Scenic Terrace PUD- *pages 75-76*
- 9. NEW BUSINESS-**
  - a. First reading of Ordinance O-21-18 Parcel 410 FLU- *pages 77-81*
  - b. First reading of Ordinance O-21-19 Establishing Scenic Terrace South CDD- *pages 82-87*
  - c. Consider approval of Town Administrator Agreement Amendment- *pages 88-95*
  - d. Consider approval of Town Clerk Agreement Amendment- *pages 96-101*
  - e. Consider approval of Telecommunication Services Interlocal with Sheriff- *pages 102-113*
- 10. STAFF REPORTS**
  - a. Town Administrator- *pages 114*
  - b. Town Clerk- *pages 115*
  - c. Police Department- *pages 116-123*
  - d. Code Enforcement- *no pages*
  - e. Community Development- *pages 124*
  - f. Public Works- *pages 125*
- 11. ATTORNEY COMMENTS**
- 12. COUNCIL MEMBERS COMMENTS**
- 13. ADJOURNMENT**

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND F. S. 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS PLEASE CONTACT TOWN CLERK, BRITTNEY SANDOVALSOTO, TOWN HALL, LAKE HAMILTON, FL AT 863-439-1910 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTIFICATION. IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE WHICH THE APPEALS IS TO BE BASED. (F.S. 286.26.105)

**Town of Lake Hamilton  
Proclamation  
Patriot Day 2021  
9/11 Remembrance Anniversary**

WHEREAS, on September 11, 2001, terrorist hijacked and then flew commercial airplanes into the twin towers of the World Trade Center in New York, causing both of them to collapse, and the Pentagon in Washington, inflicting severe damage. A fourth terrorist-hijacked plane crashed into a field in Shanksville, Pennsylvania, when passengers who became aware of the attacks attempted to take the plane back.

WHEREAS, the American people endured the worst terrorist attack on U.S. soil in the nation's history with courage and heroism. In response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out the countless acts of kindness, generosity, and compassion.

WHEREAS, that day and the days that followed our Country was united, Americans no matter race, background or religion were all united in prayer and with a resolve to help the families of victims and first responders who were never given the opportunity to live out their full lives.

WHEREAS, every year since, we come together in solidarity as a nation to remember the first responders and civilians who lives were cut short by these acts of terror.

WHEREAS, since 9/11 we pay tribute to those who rose in service, and honor those who continue to defend our country today, including active duty and reserve military, veterans, first responders and their families.

WHEREAS, it is our sacred duty, as Americans, to never forget the events that transpired on that painful day twenty years ago in our Nations history. So future generations can be reminded that when Americans from all walks of life unite together, we are stronger as a country.

NOW THEREFORE, through the authority vested in me by the Town Council of Lake Hamilton, Florida, I do hereby proclaim September 11, 2021, as 9/11 Day of Service and Remembrance and encourage citizens of Lake Hamilton to observe Patriot Day with appropriate programs, activities and a moment of silence to honor the individuals who lost their lives as a result of the terrorist attacks against the united states twenty years ago.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Town of Lake Hamilton, Florida to be affixed this 7<sup>th</sup> day of September 2021.

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Michael Kehoe, Mayor

**Town of Lake Hamilton  
Proclamation**

**Designating the month of September 2021 to Florida Law  
Enforcement Officers killed in the line of duty in 2021  
including those who have succumbed to COVID-19,  
while protecting our communities**

WHEREAS, approximately 80,000 law enforcement, corrections and correctional probation officers serve communities across the state of Florida.

WHEREAS, more than 220 law enforcement officers in the United States died in the line of duty this year, including over 115 officers who succumbed to COVID-19, according to the Officer Down Memorial Page.

WHEREAS, Florida has witnessed more than 21 fallen heroes this year with over 14 passing away from COVID-19.

WHEREAS, law enforcement officers willingly expose themselves to COVID-19 in the line of duty, and their families when they return home.

WHEREAS, the Florida Police Chiefs Association and the Florida Sheriffs Association are grateful for the sacrifice of law enforcement officers who protect those they serve.

WHEREAS, the service and sacrifice of all officers killed in the line of duty should be duly honored; and remember their fallen colleagues.

WHEREAS, the Florida Police Chiefs Association and the Florida Sheriffs Association also want to raise awareness of the specific ongoing threat to the law enforcement officers from the COVID-19 virus.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Lake Hamilton, Florida does hereby proclaim the month of September 2021 as a month to honor law enforcement officers killed in the line of duty, including those who died from COVID-19. The Lake Hamilton Police Department will honor their fallen colleagues by wearing mourning bands throughout the month, and the Town Council, Lake Hamilton Police Department and entire town staff publicly salute the service of all law enforcement officers in the state of Florida.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Town of Lake Hamilton, Florida to be affixed this 7<sup>th</sup> day of September 2021.

---

Michael Kehoe, Mayor

# **Town of Lake Hamilton**

## **Proclamation**

### **FIRE PREVENTION WEEK**

WHEREAS, Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage.,

WEREAS, Fire Prevention Week is observed each year as a result of the Great Chicago Fire of 1871 that resulted in devastating damage to lives and structures.

WHEREAS, Fire Prevention Week is the longest running public health and safety observance on record and is held annually the week in which October 9th falls.

WHEREAS, the Polk County Fire Rescue Department is dedicated to reducing the occurrence of home fires by providing fire prevention education and protection.

WHEREAS, the 2021 Fire Prevention Week theme, “Learn the Sounds of Fire Safety” works to educate the public about the different sounds the smoke and carbon monoxide alarms make.

WHEREAS, knowing what to do when an alarm sound will keep you and your family safe.

WHEREAS, there are alarms and alert devices that alert people who are deaf or hard of hearing.

WHEREAS, having a home fire escape plan will make sure everyone knows what do when the alarm sounds.

WHEREAS, if your first escape route is blocked by smoke or flames, having two ways out is a key part of your plan.

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire.

NOW, THEREFORE, BE IT RESOLVED, through the authority vested in me by the Town Council of Lake Hamilton, Florida, I do hereby proclaim the week of October 3-9<sup>th</sup> as Fire Prevention Week in Lake Hamilton and urge all citizens to “Learn the Sounds of Fire Safety”, and when you hear a beep, get on your feet.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Town of Lake Hamilton, Florida to be affixed this 7<sup>th</sup> day of September 2021.

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Michael Kehoe, Mayor



**To:** Town of Lake Hamilton Town Council

**Date:** September 07, 2021

**Subject:** **Town of Lake Hamilton  
Overview and Discussion of Draft Economic Development Strategy and Disaster  
Resiliency Plan  
Overview and Discussion of Implementation Strategies**

**Background**

- The Town of Lake Hamilton received a Competitive Florida Partnership grant award from the Florida Department of Economic Opportunity (DEO) Fiscal Year 2020-2021.
- Through the grant, the Town in partnership with the Central Florida Regional Planning Council drafted an Economic Development Strategy and Disaster Resiliency Plan. As part of this effort, a review of existing economic development and disaster preparedness documents was completed, public participation was facilitated, and an inventory of the Town's assets was conducted. The Plan is based on an analysis of existing conditions and on input received through community conversations including but not limited to the meetings listed below.
  - Presentations to the Town Council, Planning and Zoning Board, and the Lake Hamilton's Women's Club
  - Community Partners' Meeting (December 17, 2020)
  - Community Workshop (February 23, 2021)
  - Community Visioning Open House (May 13, 2021)
- The goals of the plan are provided online along opportunities for public comment at <https://www.cfrpc.org/lakehamilton/>.

**Attachment:**

**PowerPoint Presentation**

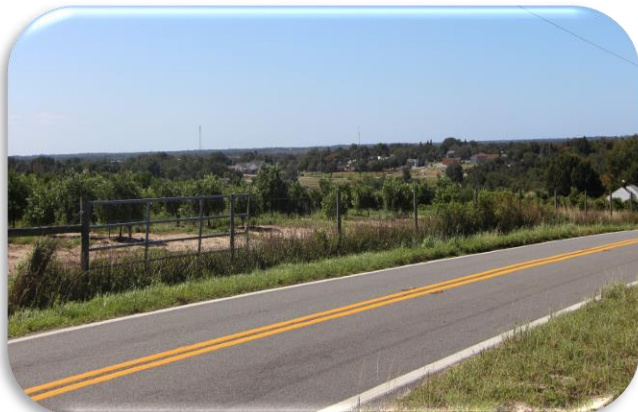
# Town of Lake Hamilton

## Competitive Florida Partnership

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### Economic Development and Disaster Resiliency Plan

*The Partnership provides **technical assistance** to help Florida communities find creative solutions to **foster vibrant, healthy and resilient communities.***





## **An Economic Development & Disaster Resiliency Plan**

*Final – June 1, 2021*

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Deliverable 2: DEO Grant Agreement #PO375

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Prepared by  
*Central Florida Regional Planning Council*

Prepared for  
*Town of Lake Hamilton, Florida*

**[www.cfrpc.org/lakehamilton/](http://www.cfrpc.org/lakehamilton/)**

*The project website allows for the public to  
review and provide comments regarding the  
Draft Economic Development Strategy and  
Disaster Resiliency Plan*

# Partners

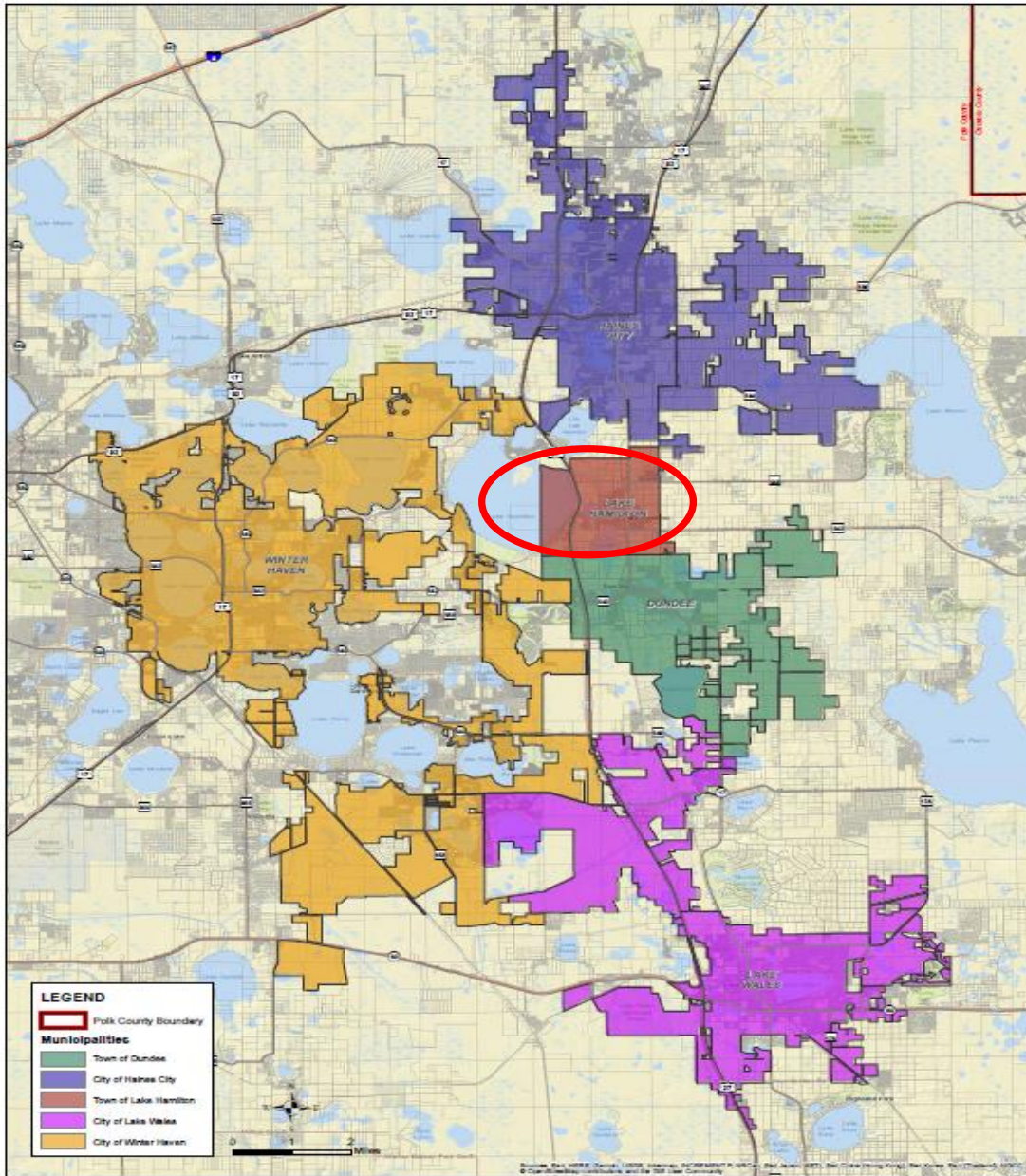
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# Lake Hamilton Today<sup>008</sup>

- Situated within the Eastern Ridge of Polk County
- South of the City of Haines City
- East of the City of Winter Haven
- North of the Town of Dundee
- +/- 4.17 square miles



# Town of Lake Hamilton Today *(based on US Census Data)*

009

	<u>Lake Hamilton</u>	<u>Polk County</u>
<b>Population: (2020 census)</b>	<b>1542</b>	
<b>Age:</b>		
Persons under 18 years:	21.0%	22.3%
Persons 65 years and older:	15.3%	20.2%
Median Age:	39.1	40.2
<b>Education:</b>		
High school graduate/higher:	89.9%	85.0%
Bachelor's degree/higher:	9.2%	20.2%
<b>Housing:</b>		
Owner-occupied housing units:	87.1%	68.9%
<b>Income &amp; Poverty:</b>	<u>Lake Hamilton</u>	<u>Polk County</u>
Median Household Income (2019):	\$41,420	\$50,584
Persons in Poverty:	17.0%	15.8%

## Asset Mapping Exercise – March 2021

Asset	Idea
1. US 27 and SR 17 (Ridge Scenic Highway)	Partner with State agencies on projects that will improve traffic flow, maintenance, and provide opportunities for broadband expansion.
2. SR 17 (Ridge Scenic Highway)	Capitalize on the presence of the Ridge Scenic Highway as a possible tourist attraction.
3. Small Businesses	Provide resources to small business owners to help expand their business and reach more customers.
4. Historic Buildings in town	Identify historical structures in the town.
5. Lake Hamilton Parks	Improve and expand parks to offer residents and visitors more recreational amenities.
6. Lake Hamilton	Improve Sample Park on Lake Hamilton to include restrooms.
7. Vacant land	Continue to work on a town master plan with the Town's planning consultant.
8. Available industrial land	Expand and attract new businesses for available industrial land
9. Agricultural Lands	Embrace the agricultural lands that exist and provide enhancements for the continuation of agricultural uses in the Town.

# Town of Lake Hamilton Plan Goals

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- ***Build Brand Growth** Through Marketing and Community Based Participation*
- *Develop and Maintain **Business Friendly Culture***
- *Invest in Broadband and Related **Critical Infrastructure***
- *Secure Funds to **Support Economic Development** Initiatives*
- *Encourage the **Attraction and Recruitment** of Neighborhood Goods and Services, and Food and Beverage Focused Retail*



## High Impact Community Investment Projects



### Package the Town of Lake Hamilton's Brand More Effectively

**Goal:** Build Brand Growth Through Marketing and Community Based Participation.



### Support and Expand Opportunities for Existing Local and New Businesses

**Goal:** Develop and Maintain Business Friendly Culture.



### Engage the Economic Development and Business Community in Sustainability and Resiliency Efforts

**Goal:** Invest in Broadband and Related Critical Infrastructure



### Explore Economic Development Funding Opportunities

**Goal:** Secure Funds to Support Economic Development Initiatives



### Business Attraction and Economic Development

**Goal:** Encourage the Attraction and Recruitment of Neighborhood Goods and Services, and Food and Beverage Focused Retail

## Goal 1: Build Brand Growth Through Marketing and Community Based Participation.

- Market cultural and historic assets as attractions.
- Develop events/walking tours
- Actively preserve existing and historic buildings and other structures
- Collaborate with neighboring Chambers of Commerce to publicize events and recreational opportunities.
- Partner with Polk County to expand, enhance and maintain public docks
- Install signs, markers, and monuments to raise awareness
- Strengthen Lake Hamilton's image through the establishment of a clear community
- Complete a marketing and information package
- Promote access to Lake Hamilton; one of the largest lakes in Polk County
- Create a Lake Hamilton-focused guide to include maps identifying historical points of interest





## Goal 2: Develop and Maintain Business Friendly Culture.

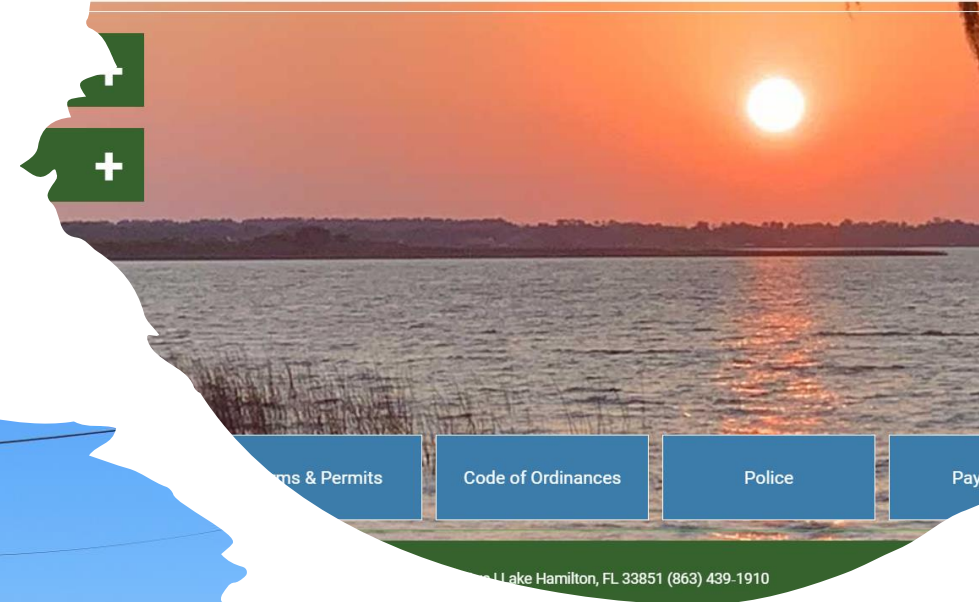
- Establish an annual business survey.
- Develop an online business directory of services and resource guide.
- Coordinate with CFDC to expand upon community awareness and website presence.
- Perform an inventory of all non-residential properties to determine best and highest use.
- Facilitate connections to other entrepreneurs, support networks, and other helpful resources.
- Develop a webpage dedicated to the Town of Lake Hamilton's economic development and marketing initiatives.
- Consider establishing an economic development committee/team focused on supporting new and existing businesses in Lake Hamilton.
- Facilitate partnerships with neighboring municipalities, chambers and economic development organizations to further the towns economic vision.



MILTON

014

Department



### Goal 3: Invest in Broadband and Related Critical Infrastructure

- Establish an Economic Recovery Team.
- Establish disaster information networks.
- Connect local business to short- and long-term financing opportunities post disaster recovery.
- Build organizational capacity for economic recovery through the establishment of an economic recovery team.
- Sustain pre-disaster engagement activities with Polk County Emergency Support Function for Business and Industry to leverage resources, facilitate job recovery and stabilize the town's economic base should a disaster occur.



Broadband and internet connectivity have been identified as a vital component of economic resiliency. Broadband access is necessary for continuity of operations for businesses, procuring goods and services, and for remote learning.

## Goal 4: Secure Funds to Support Economic Development Initiatives

- Expand the Towns grants/loans portfolio.
- Explore all potential federal and state economic development funding sources.
- Advance technical assistance availability (site inventory, expedited permitting, impact fee mitigation, project monitoring).
- Engage the National Trust for Historic Preservation for available financial assistance programs.

**EDA AMERICAN RESCUE PLAN PROGRAMS**

ANSWERING WITH AMERICAN COMMUNITIES TO BUILD BACK BETTER

*"The bottom line is: The American Rescue Plan meets the moment."  
President Joseph R. Biden*

On March 11, 2021, President Joseph R. Biden signed the American Rescue Plan into law. This historic legislation was designed to enable all Americans to respond to and recover from the impacts of COVID-19.

Under the American Rescue Plan, EDA has allocated \$5 billion in supplemental funding to assist communities nationwide in their efforts to build back better by accelerating the economic recovery from the coronavirus pandemic and building local economies that will be resilient for future economic shocks.

American Rescue Plan funding enables EDA to provide larger, more transformational investments across the nation while utilizing the greatest strengths, including flexible funding to support community-led economic development.

With an emphasis on equity, EDA investments made under the American Rescue Plan will directly benefit previously underserved communities impacted by COVID-19.

EDA is making a Coal Communities Commitment, allocating \$200 million of its \$5 billion American Rescue Plan appropriation to ensure support for these communities as they recover from the pandemic and create new jobs and opportunities, including through the creation or expansion of a new industry sector. This commitment will be fulfilled through \$100 million in Build Back Better Regional Challenge grants and \$200 million in Economic Adjustment Assistance grants.

EDA is proud to make this funding available through a series of six innovative challenges.

Please click the logos below for more information on each American Rescue Plan funding opportunity and the Coal Communities Commitment.

- BUILD BACK BETTER REGIONAL CHALLENGE**  
Build Back Better Regional Challenge
- GOOD JOBS CHALLENGE**  
Good Jobs Challenge
- ECONOMIC ADJUSTMENT ASSISTANCE**  
Economic Adjustment Assistance
- INDIGENOUS COMMUNITIES**  
Indigenous Communities
- TRAVEL, TOURISM AND OUTDOOR RECREATION**  
Travel, Tourism and Outdoor Recreation
- STATEWIDE PLANNING, RESEARCH AND NETWORKS**  
Statewide Planning, Research and Networks
- COAL COMMUNITIES COMMITMENT**  
Coal Communities Commitment

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## Goal 5: Encourage the Attraction and Recruitment of Neighborhood Goods and Services, and Food and Beverage Focused Retail

- Establish programs to expand small business ownership opportunities.
- Create and maintain a business registry and database.
- Provide access to business incubator or commercial space for business or assistance with finding commercial space.
- Develop incentive opportunities or donate space for the development of new accelerators or other targeted industries.
- Leverage partner organizations such as the SBDC and the SCORE to provide one-on-one consulting and professional training to small businesses.
- Provide online resource and referral sources (local and federal resources) for entrepreneurs.



## Competitive Florida Partnership

2020 Town of Lake Hamilton  
one of eight

2019 City of Fort Meade  
one of six

2016 Frostproof one of three

## Lake Hamilton Competitive Florida

The Town of Lake Hamilton has been awarded a Competitive Florida Partnership Grant by the Florida Department of Economic Opportunity (DEO). The Competitive Florida Partnership Program provides grant awards to communities to fund the creation of a strategic economic plan that promotes community design, economic diversity, economic viability and disaster resiliency. The program also offers a committed partnership with DEO to provide technical assistance to help Florida communities find creative solutions to foster vibrant, healthy and resilient communities.

Goal

Read The Proposed Plan

Take the Survey

## Fort Meade Competitive Florida

The City of Fort Meade was one of the six Florida communities awarded a Competitive Florida Partnership Grant by the Florida Department of Economic Opportunity (DEO) in 2019. The Competitive Florida Partnership Program awards grants to communities to fund the creation of a strategic economic plan that promotes community design, economic diversity, economic viability and disaster resiliency. The program also offers a committed partnership with DEO to provide technical assistance to help Florida communities find creative solutions to foster vibrant, healthy and resilient communities.

Read The Proposed Plan



### What is Frostproof on the Move?

Frostproof on the Move is a collaborative effort that will enable the City of Frostproof to identify community assets and set goals to implement an economic vision and strategy for the City. Frostproof on the Move is a collaborative effort made possible by the Florida Department of Economic Opportunity through a Competitive Florida Partnership enabling the City of Frostproof to identify key community assets and set goals to implement an economic vision and strategy for the City.

### Frostproof Economic Development Package

View the April 2018 Draft of the Frostproof Economic Development Package and let us know your thoughts

Economic Development Package - DRAFT

### Frostproof Economic Development Strategy

View the June 2017 Draft of the Frostproof Economic Development Strategy and let us know your thoughts

Economic Development Strategy - DRAFT

### Share your thoughts?

Share your thoughts about the Economic Development Strategy by filling out the form below

# Project Information: [www.cfrpc.org/lakehamilton/](http://www.cfrpc.org/lakehamilton/)

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Sara Irvine, Town Administrator  
**Town of Lake Hamilton**

Phone: 863-439-1910

[sara@townoflakehamilton.com](mailto:sara@townoflakehamilton.com)



Beneshea Frazier  
**Central Florida Regional Planning Council**

Phone: (863) 534-7130

[bfrazier@cfrpc.org](mailto:bfrazier@cfrpc.org)





**TOWN OF LAKE HAMILTON  
MINUTES  
TOWN COUNCIL BUDGET WORKSHOP  
TUESDAY, AUGUST 3, 2021**

**CALL TO ORDER**

Mayor Kehoe called the workshop to order at 5:08 p.m.

**INVOCATION**

Was provided.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was recited.

**ROLL CALL**

Roberson, Tomlinson, O'Neill, and Mayor Kehoe were present. Vice Mayor Wagner was absent.

**OPEN BUDGET WORKSHOP**

Irvine presented the council with a draft wage schedule, capital improvement budget and annual budget. Mayor Kehoe presented the council with his recommendations for staff wages.

Discussion on updating the Compensation Plan. Discussion on infrastructure improvements and America Rescue Plan funding. Irvine reported that there has not been any further information since the comment period for the rules has ended. Irvine said she will work on the finishes touches to the budget. With upcoming FLC conference and Mayor vacation, a workshop will be scheduled later in August.

**CLOSE BUDGET WORKSHOP:**

Mayor Kehoe closed the budget workshop at 5:48 pm.

ATTEST:

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

\_\_\_\_\_  
Brittney Sandovalsoto, Town Clerk

\_\_\_\_\_  
Sara K. Irvine, Town Administrator

**TOWN OF LAKE HAMILTON  
MINUTES  
TOWN COUNCIL REGULAR MEETING  
TUESDAY, AUGUST 3, 2021  
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday March August 3, 2021, at 100 Smith Ave., Lake Hamilton, FL 33851.

**CALL TO ORDER**

Mayor Kehoe called the meeting to order at 6:03 p.m.

**INVOCATION**

Invocation was given at the budget workshop.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was given at the budget workshop.

**ROLL CALL**

Roberson, Tomlinson, O'Neill, Vice Mayor Wagner, and Mayor Kehoe were present. Town Administrator Irvine, Town Attorney Dawson, and Town Clerk Sandovalsoto were present.

**SCHEDULED PRESENTATIONS**

Sam Killebrew, State Representative, presented the Town with an American Flag that flew over the Capital. This flag was gifted for the flagpole at the new town hall.

Mayor Kehoe read a Proclamation for the Florida Water Professionals, declaring August as Florida Water Professionals Month.

Chief Parnell presented the Council with the summary of calls for the Polk County Fire Department for Lake Hamilton.

**CONSENT AGENDA**

**Motion made** by Wagner and a second by Tomlinson to approve consent agenda item a, b, and c.

**Motion Passed 5-0.**

**RECOGNITION OF CITIZENS**

Charlotte Rubush expressed concerns regarding the traffic coming from the Hidden Lakes Subdivision.

Reverend Williams addressed the Council to express concerns regarding the traffic on S.R. 17 and he believes a traffic light should be placed at S.R. 17 and Kokomo Road.

**OLD BUSINESS**

**Future Planning Discussion- Update on WUP/AWS/WW - Community Development**  
Director Leonard and Steve Elias with Pennoni to give an update on water, sewer and traffic as it

relates to ongoing development proposals and water use permit renewal. Doug continues to present capacity agreement and funding agreements to the developers who have submitted applications. The town has not received any signed agreements or funding. Town staff and consultants are working to get the WUP renewal application into SWFMD by August 18<sup>th</sup>. Town Council previously approved moving forward with a lower Floridian Aquifer well and Elias reported the town should commit \$1.5 million immediately to move the project forward. Ground water modeling will need to be conducted. Update on Septic to Sewer project. CDD Leonard reported that the current projected development that is being proposed to the town would be approximately 2151 units total.

**Pennoni Task Order for FDEP WW grant application** – An opportunity for a WWTF grant has presented. Irvine pointed out that this task order has a relation to the one for Professional Engineer Report on wastewater but this specific task was not part of that agreement. **Motion made** by O'Neill and a second by Wagner to approve Task Order in the amount of \$7,500. No public comment was received.  
**Motion Passed 5-0.**

**Pennoni Transportation planning/modeling support agreement** – no action taken at this time.

## **NEW BUSINESS**

-Mayor Kehoe closed the regular meeting and opened a public hearing at 6:57 PM.

### **First Reading of Ordinance O-21-15.**

Attorney Dawson read the title for the record.

An ordinance of the town council of the Town of Lake Hamilton extending the corporate limits of the town so as to include additional territory lying contiguous and adjacent to the present boundaries of the Town of Lake Hamilton, Florida; describing said additional territory; repealing all ordinances in conflict herewith and providing for applicability; providing for severability; and providing an effective date. The location is the northwest corner of Detour Road and White Clay Pit Road and containing 9.93 acres.

**Motion made** by Wagner and a second by O'Neill to approve Ordinance O-21-15 on the first reading.

No public comment was received.

A roll call vote was taken. Roberson aye, Tomlinson nay, O'Neill aye, Wagner aye, Kehoe aye.

**Motion Passed 4-1.**

### **First Reading of Ordinance O-21-16**

Attorney Dawson read the title for the record.

An ordinance of the town council of the Town of Lake Hamilton, Florida, adopting a planned unit development (PUD) named "Hamilton Bluff", located between Hatchineha Road on the south and Kokomo Road on the north with Scenic Highway (SR17) as its western boundary and its eastern boundary lying three-eighths (3/8) of a mile east of Detour Road in sections 10, 15 and 16, township 28 south, range 27 east, Polk County, Florida; repealing all ordinances in conflict herewith; providing for severability; and providing an effective date.

CDD Leonard presented the Ordinance for Hamilton Bluff's Planned Unit Development. It will include commercial property on SR17 and includes paving of Church Street. Leonard introduced

Heather Wertz, PE President of Absolute Engineering, engineer firm of record for the development. She provided a presentation of the proposed development and improvements. CDD Leonard stated that the planning commission recommended council approval with a 60/40 mix of 40 & 50 wide lots, however developer would like council to consider a 50/50 of 40- and 50-foot-wide lots.

**Motion made** by O'Neill and a second by Wagner to approve Ordinance O-21-16 with 50 percent 40-foot-wide lots and 50 percent 50 wide foot lots and the contingency that the financial agreements and deposits are executed and paid before second reading and the developer participate in a comprehensive traffic study with town consultant.

Charlotte Rubush questioned how long until sewer would be available, and staff responded 20 months if funding is committed to.

Mr. Heath stated that the developer will do their own traffic study and submit it for review.

A roll call vote was taken. Tomlinson nay, O'Neill aye, Wagner aye, Roberson aye, Kehoe aye.

**Motion Passed 4-1.**

**First reading of Ordinance O-21-17**

Attorney Dawson read the title for the record.

An ordinance of the town council of the Town of Lake Hamilton, Florida, amending chapter 16, Land Development Code; amending article III, Land Use, Section 16-103.1, zoning district summary table, and Section 16-109, C-2 limited commercial district; providing for severability; repealing all ordinances in conflict herewith; and providing for an effective date.

**Motion made** by Wagner and a second by O'Neill to approve Ordinance O-21-17.

CD Director Leonard presented the Ordinance, which establishes a neighborhood commercial district.

**Wagner amends motion** to include Grocery Stores up to 22,000 square feet.

O'Neill seconds the amended motion.

No public comment received.

A roll call vote was taken. O'Neill aye, Wagner aye, Roberson aye, Tomlinson aye, Kehoe aye.

**Motion Passed 5-0.**

The public hearing was closed at 7:48 PM and the regular meeting resumed.

**Resolution R-2021-09**

**Attorney Dawson read the title for the record**

A resolution adopting the Marie Villa Sample's subdivision replat, a replat of the northeast corner of lot 24, replat of Marie Villa Sample's subdivision, providing for severability; and providing for an effective date.

CD Director Leonard stated this was a small scale 2 lot subdivision and it met all requirements under Florida Statute and staff recommends approval. The property owner gave 10 feet setback for the property.

**Motion made** by O'Neill and a second by Wagner to approve Resolution R-2021-09 approving the Marie Villa Sample subdivision replat.

Charlotte Rubush questioned about a temporary building, and CD Director stated he will find out the information and let her know.

A roll call vote was taken. O'Neill aye, Wagner aye, Roberson aye, Tomlinson aye, Kehoe aye.

**Motion Passed.**

**Robles Property Unpaved Road Development-**

CD Director Leonard addressed the Council and stated a letter was included in the packet with the intentions of Mr. Robles to construct a large home with no frontage on a paved street. Historically, he stated, one could build if they lay the engineered base for the road. The financial contribution for the paving of the road, that is being requested from the property owner is \$3,150. Calvin Ford, who lives at 202 Nebraska Blvd, expressed his opinion that the road does not need paved.

**Motion made** by O'Neill and a second by Wagner to approve the property exemption for Mr. Robles and the financial contribution from Mr. Robles in the amount of \$3,150. **Motion Passed 5-0.**

**Staff Reports-**

**Town Administrator-** Town Administrator Irvine reported that the TRIM meeting needed to be reset and recommends it be held on September 14, 2021, at 6 PM and the final hearing on September 22, 2021, at 6 PM. The Town is currently hiring for maintenance workers and do not need to have a CDL. She noted that they have contracted with Republic to pick up brush debris on Saturday.

**Town Clerk-** Included in packet

**Police Department-** The back-to-school splash will be held this Saturday at Town Hall.

**Code Enforcement-** Code enforcement violations can no longer be made anonymously. A name must be given to record to report a violation.

**Community development-** CD Assistant Hibbard noted town had received the notice to proceed with FRDAP grant for Detour Ball Park.

**Public Works-** PW Director Lewellen stated he did not have time to prepare a report due to being short staffed and he is trying to hire laborer's for around \$15 an hour.

**ATTORNEY COMMENTS:** None

**COUNCIL COMMENTS:** Roberson made a statement regarding a fatal accident that occurred on Kokomo Road and the immediate need for a light at that intersection. Attorney Dawson said he could draft a resolution to encourage FDOT to put one there. A workshop will be scheduled for August 24, 2021, at 6 PM for budget and roads discussion. A representative from SUNRUN Solar addressed the Council with information regarding Solar companies.

**ADJOURNMENT:**

**Motion made** by Wagner to adjourn the meeting at 8:21 PM. **Motion Passed 5-0.**

ATTEST:

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Michael Kehoe, Mayor

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Brittney Sandovalsoto, Town Clerk

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Sara K. Irvine, Town Administrator

**TOWN OF LAKE HAMILTON  
MINUTES  
TOWN COUNCIL SPECIAL MEETING  
MONDAY, AUGUST 9, 2021**

The Town Council of Lake Hamilton held a Special Meeting on Monday, August 9, 2021 at Town Hall, Lake Hamilton, FL 33851.

**CALL TO ORDER**

Mayor Kehoe called the meeting to order at 5:00 p.m.

**INVOCATION**

Invocation was given by Cora Roberson.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance led by all

**ROLL CALL**

Tomlinson, O'Neill, Roberson, and Mayor Kehoe were present. Wanger was absent.

**SPECIAL MEETING BUSINESS**

Resolution 2021-10 was read into the record:

A RESOLUTION OF THE TOWN OF LAKE HAMILTON, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE

There were no public comments.

Motion by O'Neill and seconded by Tomlinson to adopt Resolution 2021-10. Motioned 4-0 on a roll call vote.

**ADJOURNMENT:**

Meeting was adjourned at 5:03 PM.

ATTEST:

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

\_\_\_\_\_  
Brittney Sandovalsoto, Town Clerk

\_\_\_\_\_  
Sara K. Irvine, Town Administrator

**TOWN OF LAKE HAMILTON  
MINUTES  
TOWN COUNCIL WORKSHOP  
TUESDAY, AUGUST 24, 2021**

**CALL TO ORDER**

Mayor Kehoe called the workshop to order at 6:04 p.m.

**INVOCATION**

Was provided.

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was recited.

**ROLL CALL**

O'Neill, and Mayor Kehoe were present. Vice Mayor Wagner, Tomlinson and Roberson were absent.

**ITEMS TO BE DISCUSSED BY COUNCIL**

Update on Road Improvement Design – Doug Forni, Senior Project Manager, Chastain Skillman, presented plans and costs for a complete road upgrade project. He and town staff reviewed all the roads and alleys which they felt needed some type of improvement. These documents are not the bid packet, just an overview. The council will need to decide the scope of the bid packet.

Budget Workshop Business – Irvine reported that she made some changes to the wage schedule Mayor Kehoe had presented at the last workshop. O'Neill verified what type of items the American Recovery money could be put toward. Irvine reported there will be a few more updates to the budget and suggest having a workshop prior to the September regular meeting.

**CLOSE WORKSHOP:**

Mayor Kehoe closed the workshop at 7:37 pm.

ATTEST:

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Michael Kehoe, Mayor

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Brittney Sandovalsoto, Town Clerk

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Sara K. Irvine, Town Administrator



3:56 PM

08/31/21

Accrual Basis

## Town of Lake Hamilton

## Balance Sheet

As of June 30, 2021

	Jun 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
101.000 · Cash In Bank	
101.001 · CenterState-Operating758-2/7257	820,840.59
101.003 · CenterState-Sewer Reserve 5705	57,942.08
101.006 · CD 1994	30,825.71
101.007 · CD 2679	26,348.31
101.900 · Reclass to Restricted Cash	10,935.98
<b>Total 101.000 · Cash In Bank</b>	<b>946,892.67</b>
101.100 · Restricted Cash Assets	
101.004 · CenterState-Water Deposits 4964	144,842.14
101.009 · USDA WTP Loan Reserve Acct 2301	96,861.33
101.010 · CDBG MJH Grant Acct 6145	49.98
101.012 · Interest Account USDA WDS 6500	81,237.47
101.013 · Building Loan Account 4258	204,842.49
101.014 · K9 Fund	5,177.45
101.015 · LE Trust Fund SouthBank XX6683	27,282.23
101.999 · Reclass from Unrestricted Cash	-10,935.98
<b>Total 101.100 · Restricted Cash Assets</b>	<b>549,357.11</b>
102.000 · Cash on Hand	
102.001 · Petty Cash	250.00
<b>Total 102.000 · Cash on Hand</b>	<b>250.00</b>
<b>Total Checking/Savings</b>	<b>1,496,499.78</b>
<b>Accounts Receivable</b>	
115.000 · Accounts Receivable	218,637.31
117.000 · Allowance for Uncollectible A/R	-65,071.43
<b>Total Accounts Receivable</b>	<b>153,565.88</b>
<b>Other Current Assets</b>	
102.999 · Undeposited Funds	25,377.10
115.100 · AR - Unbilled	9,403.19
115.200 · Billing Accounts Receivable	100,495.87
115.300 · Accounts Receivable Unapplied	-861.89
115.999 · Conversion Account Receivable	-101,228.00
125.100 · Unbilled	20,000.00
131.000 · Due from Other Funds	
131.001 · Due from General Fund	681,312.67
<b>Total 131.000 · Due from Other Funds</b>	<b>681,312.67</b>
132.000 · Due from Others	29,097.54
<b>Total Other Current Assets</b>	<b>763,596.48</b>
<b>Total Current Assets</b>	<b>2,413,662.14</b>
<b>Fixed Assets</b>	
161.910 · CIP	1,456,689.20
164.900 · Infrastructure	
164.901 · Improvements	7,628,956.10
<b>Total 164.900 · Infrastructure</b>	<b>7,628,956.10</b>
166.900 · Equipment & Furniture	
166.999 · Other Equipment	186,043.58
<b>Total 166.900 · Equipment &amp; Furniture</b>	<b>186,043.58</b>
170.999 · Accumulated Depreciation	-1,489,283.78

3:56 PM

08/31/21

Accrual Basis

## Town of Lake Hamilton

## Balance Sheet

As of June 30, 2021

	Jun 30, 21
Total Fixed Assets	7,782,405.10
<b>TOTAL ASSETS</b>	<b>10,196,067.24</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202.000 · Accounts Payable	
202.001 · A/P - "Year End	36,412.00
202.000 · Accounts Payable - Other	311,344.85
Total 202.000 · Accounts Payable	347,756.85
Total Accounts Payable	347,756.85
Other Current Liabilities	
202.003 · Construction Costs Payable	224,828.42
203.000 · Notes & Loans Payable-Current	
203.199 · Current Portion of LongtermDebt	901,293.91
Total 203.000 · Notes & Loans Payable-Current	901,293.91
207.000 · Due to Other Funds	
207.001 · GF due to Enterprise Fund	681,312.67
Total 207.000 · Due to Other Funds	681,312.67
208.000 · Due to Other Governmental Units	
208.100 · Polk County Impact Fee	83,424.04
208.200 · Fire Marshal Permit review fees	505.46
208.300 · DBPR Surcharge Fees	893.80
208.000 · Due to Other Governmental Units - Other	149,352.48
Total 208.000 · Due to Other Governmental Units	234,175.78
210.000 · Compensated Absences-Current	
210.001 · Accrued Vacation Payable - GF	6,000.00
210.002 · Accrued Vacation Payable - EF	1,087.41
Total 210.000 · Compensated Absences-Current	7,087.41
216.000 · Wages Payable	
216.001 · Accrued Salaries Payable - GF	21,511.82
216.002 · Accrued Salaries Payable - EF	2,485.97
216.003 · Accrued Payroll Taxes - GF	1,645.66
216.004 · Accrued Payroll Taxes - EF	190.20
216.000 · Wages Payable - Other	286.51
Total 216.000 · Wages Payable	26,120.16
220.000 · Deposits	131,708.20
229.000 · Other Current Liabilities	
229.001 · FICA Tax Withholding	7,078.39
229.002 · Dental	293.06
229.003 · Colonial Life	-315.20
229.004 · Retirement	6,388.82
229.008 · Sales Tax Payable	30,861.16
229.009 · Uniforms	1,919.93
229.011 · Teledoc	164.51
229.012 · Unum Vision Benefit	-46.02
229.013 · Health Insurance	-858.72
229.000 · Other Current Liabilities - Other	149.92
Total 229.000 · Other Current Liabilities	45,635.85
Total Other Current Liabilities	2,252,162.40
Total Current Liabilities	2,599,919.25
Long Term Liabilities	

3:56 PM

08/31/21

Accrual Basis

## Town of Lake Hamilton

## Balance Sheet

As of June 30, 2021

	Jun 30, 21
203.900 · Notes & Loans Payable-Long Term	
203.902 · SRF Loan - HS Removal System	204,190.54
203.903 · USDA Loan	2,156,150.00
203.906 · SRF Loan - WW531640	261,633.00
203.907 · Centerstate Interim USDA Loan	644,350.72
203.999 · Less Current Portion	-901,293.91
<b>Total 203.900 · Notes &amp; Loans Payable-Long Term</b>	<b>2,365,030.35</b>
<b>Total Long Term Liabilities</b>	<b>2,365,030.35</b>
<b>Total Liabilities</b>	<b>4,964,949.60</b>
<b>Equity</b>	
001-399 · Governmental Funds	
001 · General Fund	1,144,452.90
<b>Total 001-399 · Governmental Funds</b>	<b>1,144,452.90</b>
401-599 · Proprietary Funds	
400 · Enterprise Funds	
430 · Water Fund	4,298,672.51
<b>Total 400 · Enterprise Funds</b>	<b>4,298,672.51</b>
<b>Total 401-599 · Proprietary Funds</b>	<b>4,298,672.51</b>
zz · Retained Earnings	420,669.94
Net Income	-632,677.71
<b>Total Equity</b>	<b>5,231,117.64</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>10,196,067.24</b>

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**Town of Lake Hamilton**  
**Profit & Loss Unaudited through June 2021**

	<b>Oct '20 - June 21</b>			
	<b>Unaudited</b>	<b>Annual Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>310.000 · Taxes</b>				
311.000 · Ad Valorem Taxes	755,858.09	742,314.00	13,544.09	101.83%
<b>312.000 · Local Option, Use &amp; Fuel Taxes</b>				
312.300 · County 9th Cent Voted Fuel Tax	10,765.22	7,500.00	3,265.22	143.54%
312.410 · 1st Local Option Fuel Tax	67,245.87	41,740.00	25,505.87	161.11%
312.420 · 2nd Local Option Fuel Tax	42,599.99	21,000.00	21,599.99	202.86%
<b>Total 312.000 · Local Option, Use &amp; Fuel Taxes</b>	<b>120,611.08</b>	<b>70,240.00</b>	<b>50,371.08</b>	<b>171.71%</b>
<b>314.000 · Utility Services Taxes</b>				
314.100 · Electricity	131,768.16	120,000.00	11,768.16	109.81%
314.300 · Water	15,670.18	57,000.00	-41,329.82	27.49%
314.800 · Propane	5,305.49	5,000.00	305.49	106.11%
<b>Total 314.000 · Utility Services Taxes</b>	<b>152,743.83</b>	<b>182,000.00</b>	<b>-29,256.17</b>	<b>83.93%</b>
<b>315.000 · Communications Services Taxes</b>	<b>17,360.57</b>	<b>19,499.00</b>	<b>-2,138.43</b>	<b>89.03%</b>
<b>316.000 · Local Business Tax</b>				
316.001 · Local Tax	1,163.50	1,200.00	-36.50	96.96%
316.002 · From County	716.78	500.00	216.78	143.36%
<b>Total 316.000 · Local Business Tax</b>	<b>1,880.28</b>	<b>1,700.00</b>	<b>180.28</b>	<b>110.61%</b>
<b>Total 310.000 · Taxes</b>	<b>1,048,453.85</b>	<b>1,015,753.00</b>	<b>32,700.85</b>	<b>103.22%</b>
<b>320.000 · Permits Fees Special Assessments</b>				
<b>322.00 · Permits</b>				
322.100 · Building Permits	107,922.20	75,000.00	32,922.20	143.9%
322.200 · BOCC Admin Fee - Impact Fees	4,995.80	5,743.00	-747.20	86.99%
<b>Total 322.00 · Permits</b>	<b>112,918.00</b>	<b>80,743.00</b>	<b>32,175.00</b>	<b>139.85%</b>
<b>323.000 · Franchise Fees</b>				
323.100 · Electricity	113,116.56	115,000.00	-1,883.44	98.36%
323.700 · Solid Waste				
323.701 · Republic Services Franchise Fee	17,853.81	28,000.00	-10,146.19	63.76%
<b>Total 323.700 · Solid Waste</b>	<b>17,853.81</b>	<b>28,000.00</b>	<b>-10,146.19</b>	<b>63.76%</b>
323.000 · Franchise Fees - Other	9,998.74			
<b>Total 323.000 · Franchise Fees</b>	<b>140,969.11</b>	<b>143,000.00</b>	<b>-2,030.89</b>	<b>98.58%</b>
<b>324.000 · Impact Fees</b>				

	Oct '20 - June 21			
	Unadited	Annual Budget	\$ Over Budget	% of Budget
<b>324.210 · Residential-PhysicalEnvironment</b>				
<b>324.211 · Water Impact Fees - Residential</b>	34,789.35	57,983.00	-23,193.65	60.0%
<b>Total 324.210 · Residential-PhysicalEnvironment</b>	34,789.35	57,983.00	-23,193.65	60.0%
<b>324.220 · Commercial-PhysicalEnvironment</b>				
<b>324.221 · Water Impact Fees - Commercial</b>	4,638.58			
<b>Total 324.220 · Commercial-PhysicalEnvironment</b>	4,638.58			
<b>Total 324.000 · Impact Fees</b>	39,427.93	57,983.00	-18,555.07	68.0%
<b>329.000 · OtherPermitsSpecialAssessments</b>				
<b>329.001 · Golf Cart Registrations</b>	210.00	140.00	70.00	150.0%
<b>329.002 · Planning Department Fees</b>	92,732.84	4,500.00	88,232.84	2,060.73%
<b>Total 329.000 · OtherPermitsSpecialAssessments</b>	92,942.84	4,640.00	88,302.84	2,003.08%
<b>Total 320.000 · PermitsFeesSpecial Assessments</b>	386,257.88	286,366.00	99,891.88	134.88%
<b>330.000 · Intergovernmental Revenue</b>				
<b>331.000 · Federal Grants</b>				
<b>331.200 · Public Safety</b>				
<b>331.201 · JAGD Grant</b>	1,787.13	1,000.00	787.13	178.71%
<b>331.202 · Police Grant JAGC</b>	32,534.91	10,000.00	22,534.91	325.35%
<b>Total 331.200 · Public Safety</b>	34,322.04	11,000.00	23,322.04	312.02%
<b>331.300 · Physical Environment</b>				
<b>331.310 · Water Supply System</b>	752,305.37			
<b>331.320 · USDA Community Facilities</b>	1,390,496.16	1,446,199.00	-55,702.84	96.15%
<b>Total 331.300 · Physical Environment</b>	2,142,801.53	1,446,199.00	696,602.53	148.17%
<b>Total 331.000 · Federal Grants</b>	2,177,123.57	1,457,199.00	719,924.57	149.41%
<b>334.000 · State Grants</b>				
<b>334.300 · Physical Environment</b>				
<b>334.350 · Sewer/Wastewater</b>	0.00	60,000.00	-60,000.00	0.0%
<b>334.360 · Stormwater Management</b>	0.00	650,000.00	-650,000.00	0.0%
<b>Total 334.300 · Physical Environment</b>	0.00	710,000.00	-710,000.00	0.0%
<b>334.700 · Culture and Recreation</b>				
<b>334.701 · FRDAP</b>	0.00	100,000.00	-100,000.00	0.0%
<b>334.702 · FBIP -</b>	0.00	0.00	0.00	0.0%
<b>Total 334.700 · Culture and Recreation</b>	0.00	100,000.00	-100,000.00	0.0%
<b>Total 334.000 · State Grants</b>	0.00	810,000.00	-810,000.00	0.0%
<b>335.000 · State Shared Revenues</b>				
<b>335.100 · General Government</b>				
<b>335.140 · Mobile Home License Tax</b>	70.50	100.00	-29.50	70.5%

Oct '20 - June 21				
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
335.150 · Alcoholic Beverage License Tax	195.77	195.00	0.77	100.4%
335.180 · Local Govt 1/2 Cent Sales Tax	97,235.77	85,000.00	12,235.77	114.4%
335.190 · State Revenue Sharing .08 Tax	47,061.55	40,000.00	7,061.55	117.65%
<b>Total 335.100 · General Government</b>	<b>144,563.59</b>	<b>125,295.00</b>	<b>19,268.59</b>	<b>115.38%</b>
<b>Total 335.000 · State Shared Revenues</b>	<b>144,563.59</b>	<b>125,295.00</b>	<b>19,268.59</b>	<b>115.38%</b>
<b>Total 330.000 · Intergovernmental Revenue</b>	<b>2,321,687.16</b>	<b>2,392,494.00</b>	<b>-70,806.84</b>	<b>97.04%</b>
<b>340.000 · Charges for Services</b>				
<b>341.000 · General Government</b>				
<b>341.900 · Other General Govt Charges/Fees</b>				
341.901 · General Misc./Elections	3,209.00	1,500.00	1,709.00	213.93%
341.902 · Lien Search Request	1,541.75	1,500.00	41.75	102.78%
341.900 · Other General Govt Charges/Fees - Other	-213.49			
<b>Total 341.900 · Other General Govt Charges/Fees</b>	<b>4,537.26</b>	<b>3,000.00</b>	<b>1,537.26</b>	<b>151.24%</b>
<b>Total 341.000 · General Government</b>	<b>4,537.26</b>	<b>3,000.00</b>	<b>1,537.26</b>	<b>151.24%</b>
<b>342.000 · Public Safety</b>				
342.100 · Law Enforcement Services	791.64	1,000.00	-208.36	79.16%
342.500 · Code Enforcement Fees	34,924.16	30,000.00	4,924.16	116.41%
<b>Total 342.000 · Public Safety</b>	<b>35,715.80</b>	<b>31,000.00</b>	<b>4,715.80</b>	<b>115.21%</b>
<b>343.000 · Physical Environment</b>				
343.100 · Electric Utility	0.00	13,373.00	-13,373.00	0.0%
343.300 · Water Utility				
343.301 · Water Income	482,530.71	570,080.00	-87,549.29	84.64%
343.302 · Water Meter Set Fees	18,827.86	19,175.00	-347.14	98.19%
343.303 · Cross Connection Program	7,428.04	6,795.00	633.04	109.32%
343.305 · Connect/Reconnect Fees	11,340.00	11,530.00	-190.00	98.35%
<b>Total 343.300 · Water Utility</b>	<b>520,126.61</b>	<b>607,580.00</b>	<b>-87,453.39</b>	<b>85.61%</b>
<b>343.400 · Garbage/Solid Waste</b>				
343.401 · Sanitation Income	123,555.16	174,420.00	-50,864.84	70.84%
343.402 · Trash Collection	71,963.09	119,340.00	-47,376.91	60.3%
<b>Total 343.400 · Garbage/Solid Waste</b>	<b>195,518.25</b>	<b>293,760.00</b>	<b>-98,241.75</b>	<b>66.56%</b>
343.500 · Sewer/Wastewater Utility	34,105.01	25,000.00	9,105.01	136.42%
343.550 · Stormwater Management Fees	36,676.49	50,520.00	-13,843.51	72.6%
<b>343.900 · OtherPhysicalEnvironmentCharges</b>				
343.901 · Late Fee Income	19,501.80	22,000.00	-2,498.20	88.65%
343.902 · Return Check Revenue	2,108.98			
<b>Total 343.900 · OtherPhysicalEnvironmentCharges</b>	<b>21,610.78</b>	<b>22,000.00</b>	<b>-389.22</b>	<b>98.23%</b>

	Oct '20 - June 21			
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
343.000 · Physical Environment - Other	197.50			
Total 343.000 · Physical Environment	808,234.64	1,012,233.00	-203,998.36	79.85%
344.000 · Transportation (User Fees)				
344.100 · FDOT Lighting Maintenance Agree	13,774.59	0.00	13,774.59	100.0%
Total 344.000 · Transportation (User Fees)	13,774.59	0.00	13,774.59	100.0%
347.000 · Culture and Recreation				
347.400 · Special Events	0.00	125.00	-125.00	0.0%
Total 347.000 · Culture and Recreation	0.00	125.00	-125.00	0.0%
Total 340.000 · Charges for Services	862,262.29	1,046,358.00	-184,095.71	82.41%
343.399 · Conversion Income	-317.42			
350.000 · Judgments, Fines and Forfeits				
351.000 · Judgements				
351.100 · County Court Criminal				
351.101 · Police Fines & Forfeitures	28,437.39	25,000.00	3,437.39	113.75%
351.102 · Police Education	2,174.59	2,000.00	174.59	108.73%
351.103 · Clerk of County Court Fees	0.00	8,000.00	-8,000.00	0.0%
351.104 · Police Investigations	879.61	5,000.00	-4,120.39	17.59%
351.100 · County Court Criminal - Other	4,858.89			
Total 351.100 · County Court Criminal	36,350.48	40,000.00	-3,649.52	90.88%
Total 351.000 · Judgements	36,350.48	40,000.00	-3,649.52	90.88%
358.000 · Forfeits				
358.200 · Seized by Law Enforcement	0.00	0.00	0.00	0.0%
358.000 · Forfeits - Other	8.43			
Total 358.000 · Forfeits	8.43	0.00	8.43	100.0%
Total 350.000 · Judgments, Fines and Forfeits	36,358.91	40,000.00	-3,641.09	90.9%
360.000 · Miscellaneous Revenues				
361.000 · Interest and Other Earnings				
361.100 · Interest	6,150.91	6,616.00	-465.09	92.97%
Total 361.000 · Interest and Other Earnings	6,150.91	6,616.00	-465.09	92.97%
365.000 · Sales-Surplus Materials/Scrap	300.00	15,000.00	-14,700.00	2.0%
366.000 · Contributions/Donations-Private	6,756.46	16,500.00	-9,743.54	40.95%
369.000 · Other Miscellaneous Revenues				
369.900 · Other	1,321.27	10,000.00	-8,678.73	13.21%
Total 369.000 · Other Miscellaneous Revenues	1,321.27	10,000.00	-8,678.73	13.21%
Total 360.000 · Miscellaneous Revenues	14,528.64	48,116.00	-33,587.36	30.2%
380.000 · Non-Operating Revenue				

Oct '20 - June 21				
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
381.000 · Interfund Group Transfers In	0.00	715,000.00	-715,000.00	0.0%
384.000 · Debt Proceeds	471,311.28	432,697.00	38,614.28	108.92%
<b>Total 380.000 · Non-Operating Revenue</b>	<b>471,311.28</b>	<b>1,147,697.00</b>	<b>-676,385.72</b>	<b>41.07%</b>
<b>Total Income</b>	<b>5,140,542.59</b>	<b>5,976,784.00</b>	<b>-836,241.41</b>	<b>86.01%</b>
<b>Gross Profit</b>	<b>5,140,542.59</b>	<b>5,976,784.00</b>	<b>-836,241.41</b>	<b>86.01%</b>
<b>Expense</b>				
510.00 · General Government Services				
511.00 · Legislative				
511.10 · Personnel Services				
511.11 · Executive Salaries	2,400.00	3,180.00	-780.00	75.47%
511.24 · Workers' Compensation	23,970.03	35,000.00	-11,029.97	68.49%
<b>Total 511.10 · Personnel Services</b>	<b>26,370.03</b>	<b>38,180.00</b>	<b>-11,809.97</b>	<b>69.07%</b>
511.30 · Operating Expenditures/Expenses				
511.31 · Professional Services	52,296.87	33,000.00	19,296.87	158.48%
511.40 · Travel and Per Diem	1,641.55	6,000.00	-4,358.45	27.36%
511.45 · Insurance	61,450.00	45,000.00	16,450.00	136.56%
511.47 · Printing & Binding	1,467.50	3,500.00	-2,032.50	41.93%
511.48 · Promotional Activities	9,832.86	15,000.00	-5,167.14	65.55%
511.54 · BooksPublicaSubscripMemberships	2,036.31	2,500.00	-463.69	81.45%
511.55 · Training	700.00	3,000.00	-2,300.00	23.33%
<b>Total 511.30 · Operating Expenditures/Expenses</b>	<b>129,425.09</b>	<b>108,000.00</b>	<b>21,425.09</b>	<b>119.84%</b>
511.60 · Capital Outlay				
511.62 · Buildings	375,649.95	150,000.00	225,649.95	250.43%
511.63 · Infrastructure	0.00	15,000.00	-15,000.00	0.0%
<b>Total 511.60 · Capital Outlay</b>	<b>375,649.95</b>	<b>165,000.00</b>	<b>210,649.95</b>	<b>227.67%</b>
511.70 · Debt Service				
511.71 · Principal	112,367.54	64,141.00	48,226.54	175.19%
511.72 · Interest	0.00	48,227.00	-48,227.00	0.0%
<b>Total 511.70 · Debt Service</b>	<b>112,367.54</b>	<b>112,368.00</b>	<b>-0.46</b>	<b>100.0%</b>
511.90 · Other Uses				
511.91 · Intragovernmental Transfers	0.00	17,112.00	-17,112.00	0.0%
<b>Total 511.90 · Other Uses</b>	<b>0.00</b>	<b>17,112.00</b>	<b>-17,112.00</b>	<b>0.0%</b>
<b>Total 511.00 · Legislative</b>	<b>643,812.61</b>	<b>440,660.00</b>	<b>203,152.61</b>	<b>146.1%</b>
513.00 · Financial and Administrative				
513.10 · Personnel Services				
513.12 · Regular Salaries & Wages	120,617.42	128,980.00	-8,362.58	93.52%



	Oct '20 - June 21			
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
513.15 · Special Pay	672.00	728.00	-56.00	92.31%
513.21 · FICA Taxes	64,792.44	9,923.00	54,869.44	652.95%
513.22 · Retirement Contributions	4,997.15	7,094.00	-2,096.85	70.44%
513.23 · Life and Health Insurance	22,516.59	27,000.00	-4,483.41	83.4%
<b>Total 513.10 · Personnel Services</b>	<b>213,595.60</b>	<b>173,725.00</b>	<b>39,870.60</b>	<b>122.95%</b>
<b>513.30 · Operating Expenditures/Expenses</b>				
513.32 · Accounting & Auditing	25,922.95	35,000.00	-9,077.05	74.07%
513.40 · Travel and Per Diem	843.17	6,180.00	-5,336.83	13.64%
513.41 · Communication Services	1,995.19	2,000.00	-4.81	99.76%
513.43 · Utility Services	2,450.22	2,200.00	250.22	111.37%
513.44 · Rentals & Leases	1,793.02	1,800.00	-6.98	99.61%
513.46 · Repair & Maintenance Services	1,196.37	1,200.00	-3.63	99.7%
513.47 · Printing & Binding	871.50	1,500.00	-628.50	58.1%
513.49 · OtherCurrentCharges/Obligations				
513.492 · Advertising	100.00	3,500.00	-3,400.00	2.86%
513.49 · OtherCurrentCharges/Obligations - Oth	35.00			
<b>Total 513.49 · OtherCurrentCharges/Obligations</b>	<b>135.00</b>	<b>3,500.00</b>	<b>-3,365.00</b>	<b>3.86%</b>
<b>513.52 · Operating Supplies</b>				
513.522 · Fuel	233.25	1,000.00	-766.75	23.33%
513.52 · Operating Supplies - Other	9,640.25	12,000.00	-2,359.75	80.34%
<b>Total 513.52 · Operating Supplies</b>	<b>9,873.50</b>	<b>13,000.00</b>	<b>-3,126.50</b>	<b>75.95%</b>
513.54 · BooksPublicaSubscripMemberships	2,305.28	2,500.00	-194.72	92.21%
513.55 · Training	900.00	3,150.00	-2,250.00	28.57%
<b>Total 513.30 · Operating Expenditures/Expenses</b>	<b>48,286.20</b>	<b>72,030.00</b>	<b>-23,743.80</b>	<b>67.04%</b>
<b>Total 513.00 · Financial and Administrative</b>	<b>261,881.80</b>	<b>245,755.00</b>	<b>16,126.80</b>	<b>106.56%</b>
<b>Total 510.00 · General Government Services</b>	<b>905,694.41</b>	<b>686,415.00</b>	<b>219,279.41</b>	<b>131.95%</b>
<b>520.00 · Public Safety</b>				
<b>521.00 · Law Enforcement</b>				
<b>521.10 · Personnel Services</b>				
521.12 · Regular Salaries & Wages	377,245.84	410,899.00	-33,653.16	91.81%
521.14 · Overtime	9,105.01	18,000.00	-8,894.99	50.58%
521.15 · Special Pay	9,558.50	10,564.00	-1,005.50	90.48%
521.21 · FICA Taxes	0.00	33,619.00	-33,619.00	0.0%
521.22 · Retirement Contributions	13,349.81	22,599.00	-9,249.19	59.07%
521.23 · Life and Health Insurance	66,873.12	81,000.00	-14,126.88	82.56%
<b>Total 521.10 · Personnel Services</b>	<b>476,132.28</b>	<b>576,681.00</b>	<b>-100,548.72</b>	<b>82.56%</b>

Oct '20 - June 21				
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
<b>521.30 · Operating Expenditures/Expenses</b>				
<b>521.31 · Professional Services</b>	32,202.00	48,500.00	-16,298.00	66.4%
<b>521.40 · Travel and Per Diem</b>	1,644.53	3,500.00	-1,855.47	46.99%
<b>521.41 · Communication Services</b>	16,837.20	25,000.00	-8,162.80	67.35%
<b>521.43 · Utility Services</b>	2,006.14	7,500.00	-5,493.86	26.75%
<b>521.44 · Rentals &amp; Leases</b>	1,410.48	5,500.00	-4,089.52	25.65%
<b>521.46 · Repair &amp; Maintenance Services</b>	6,194.72	8,500.00	-2,305.28	72.88%
<b>521.47 · Printing &amp; Binding</b>	710.19	2,000.00	-1,289.81	35.51%
<b>521.52 · Operating Supplies</b>				
<b>521.521 · Other Operating Supplies</b>	10,198.47	17,500.00	-7,301.53	58.28%
<b>521.522 · Fuel Expenses</b>	19,438.98	20,000.00	-561.02	97.2%
<b>521.523 · Uniforms</b>	193.25	7,500.00	-7,306.75	2.58%
<b>Total 521.52 · Operating Supplies</b>	29,830.70	45,000.00	-15,169.30	66.29%
<b>521.54 · BooksPublicaSubscripMemberships</b>	4,774.93	2,500.00	2,274.93	191.0%
<b>521.55 · Training</b>	5,686.71	5,500.00	186.71	103.4%
<b>Total 521.30 · Operating Expenditures/Expenses</b>	101,297.60	153,500.00	-52,202.40	65.99%
<b>521.60 · Capital Outlay</b>				
<b>521.64 · Machinery &amp; Equipment</b>				
<b>521.642 · Vehicles</b>	16,302.60	23,000.00	-6,697.40	70.88%
<b>521.643 · Grant</b>	43,941.87	11,000.00	32,941.87	399.47%
<b>521.64 · Machinery &amp; Equipment - Other</b>	1,589.07	0.00	1,589.07	100.0%
<b>Total 521.64 · Machinery &amp; Equipment</b>	61,833.54	34,000.00	27,833.54	181.86%
<b>521.60 · Capital Outlay - Other</b>	29.28			
<b>Total 521.60 · Capital Outlay</b>	61,862.82	34,000.00	27,862.82	181.95%
<b>Total 521.00 · Law Enforcement</b>	639,292.70	764,181.00	-124,888.30	83.66%
<b>524.00 · Building &amp; Planning</b>				
<b>524.10 · Personnel Services</b>				
<b>524.12 · Regular Salaries &amp; Wages</b>	112,840.47	117,220.00	-4,379.53	96.26%
<b>524.15 · Special Pay</b>	500.00	468.00	32.00	106.84%
<b>524.21 · FICA Taxes</b>	0.00	9,003.00	-9,003.00	0.0%
<b>524.22 · Retirement Contributions</b>	2,037.63	2,110.00	-72.37	96.57%
<b>524.23 · Life and Health Insurance</b>	8,197.32	9,000.00	-802.68	91.08%
<b>524.10 · Personnel Services - Other</b>	0.00	0.00	0.00	0.0%
<b>Total 524.10 · Personnel Services</b>	123,575.42	137,801.00	-14,225.58	89.68%
<b>524.30 · Operating Expenditures/Expenses</b>				
<b>524.31 · Professional Services</b>	45,047.50	10,000.00	35,047.50	450.48%

Oct '20 - June 21				
	Unadited	Annual Budget	\$ Over Budget	% of Budget
524.40 · Travel and Per Diem	0.00	4,081.00	-4,081.00	0.0%
524.41 · Communication Services	2,075.27	2,000.00	75.27	103.76%
524.43 · Utility Services	2,336.44	2,000.00	336.44	116.82%
524.44 · Rentals & Leases	111.90	1,100.00	-988.10	10.17%
524.51 · Office Supplies	181.99			
524.52 · Operating Supplies				
524.521 · Other Operating Supplies	9,229.82	6,000.00	3,229.82	153.83%
524.522 · Fuel Expenses	0.00	1,000.00	-1,000.00	0.0%
Total 524.52 · Operating Supplies	9,229.82	7,000.00	2,229.82	131.86%
524.54 · BooksPublicaSubscripMemberships	7,292.75	3,000.00	4,292.75	243.09%
524.55 · Training	395.00	1,660.00	-1,265.00	23.8%
Total 524.30 · Operating Expenditures/Expenses	66,670.67	30,841.00	35,829.67	216.18%
Total 524.00 · Building & Planning	190,246.09	168,642.00	21,604.09	112.81%
Total 520.00 · Public Safety	829,538.79	932,823.00	-103,284.21	88.93%
530.00 · Physical Environment				
533.00 · Water Utility Services				
533.10 · Personnel Services				
533.12 · Regular Salaries & Wages	109,611.04	110,546.00	-934.96	99.15%
533.14 · Overtime	12,322.37	20,000.00	-7,677.63	61.61%
533.15 · Special Pay	8,797.04	13,089.00	-4,291.96	67.21%
533.21 · FICA Taxes	0.00	10,988.00	-10,988.00	0.0%
533.22 · Retirement Contributions	6,201.44	4,454.00	1,747.44	139.23%
533.23 · Life and Health Insurance	23,394.88	27,000.00	-3,605.12	86.65%
Total 533.10 · Personnel Services	160,326.77	186,077.00	-25,750.23	86.16%
533.30 · Operating Expenditures/Expenses				
533.31 · Professional Services				
533.311 · Engineering Services	33,416.60	5,000.00	28,416.60	668.33%
533.31 · Professional Services - Other	2,424.27			
Total 533.31 · Professional Services	35,840.87	5,000.00	30,840.87	716.82%
533.34 · Other Services	11,847.50	13,600.00	-1,752.50	87.11%
533.40 · Travel and Per Diem	666.83	3,165.00	-2,498.17	21.07%
533.41 · Communication Services	5,079.44	4,500.00	579.44	112.88%
533.43 · Utility Services	29,789.04	35,000.00	-5,210.96	85.11%
533.44 · Rentals & Leases	2,430.64	2,500.00	-69.36	97.23%
533.45 · Insurance	4,154.00	15,000.00	-10,846.00	27.69%
533.46 · Repair & Maintenance Services	97,155.15	55,000.00	42,155.15	176.65%

	Oct '20 - June 21			
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
533.47 · Printing & Binding	0.00	1,500.00	-1,500.00	0.0%
533.52 · Operating Supplies				
533.521 · Other Operating Supplies	33,865.01	40,000.00	-6,134.99	84.66%
533.522 · Fuel Expenses	3,937.29	6,000.00	-2,062.71	65.62%
533.523 · Uniforms	134.22	500.00	-365.78	26.84%
Total 533.52 · Operating Supplies	37,936.52	46,500.00	-8,563.48	81.58%
533.54 · BooksPublicaSubscripMemberships	833.99	1,000.00	-166.01	83.4%
533.55 · Training	450.00	2,940.00	-2,490.00	15.31%
Total 533.30 · Operating Expenditures/Expenses	226,183.98	185,705.00	40,478.98	121.8%
533.60 · Capital Outlay				
533.63 · Infrastructure				
533.631 · Fire Hydrant Replacement	0.00	25,000.00	-25,000.00	0.0%
533.632 · Water Distribution System	2,383,360.46	1,878,896.00	504,464.46	126.85%
533.633 · Water other capital cost	11,899.47	16,187.00	-4,287.53	73.51%
Total 533.63 · Infrastructure	2,395,259.93	1,920,083.00	475,176.93	124.75%
Total 533.60 · Capital Outlay	2,395,259.93	1,920,083.00	475,176.93	124.75%
533.70 · Debt Service				
533.71 · Principal				
533.713 · Water Treatment Plant	0.00	104,267.00	-104,267.00	0.0%
Total 533.71 · Principal	0.00	104,267.00	-104,267.00	0.0%
533.72 · Interest				
533.723 · WDS Bridge Loan Centerstate	5,463.63			
Total 533.72 · Interest	5,463.63			
533.73 · Other Debt Service Costs				
533.731 · Hydrogen Sulfide Debt Service	12,293.90	12,294.00	-0.10	100.0%
Total 533.73 · Other Debt Service Costs	12,293.90	12,294.00	-0.10	100.0%
Total 533.70 · Debt Service	17,757.53	116,561.00	-98,803.47	15.24%
Total 533.00 · Water Utility Services	2,799,528.21	2,408,426.00	391,102.21	116.24%
534.00 · Sanitation				
534.10 · Personnel Services				
534.12 · Regular Salaries & Wages	30,284.30	34,690.00	-4,405.70	87.3%
534.21 · FICA Taxes	0.00	2,654.00	-2,654.00	0.0%
534.22 · Retirement Contributions	309.93	1,908.00	-1,598.07	16.24%
534.23 · Life and Health Insurance	4,582.42	9,000.00	-4,417.58	50.92%
Total 534.10 · Personnel Services	35,176.65	48,252.00	-13,075.35	72.9%
534.30 · Operating Expenditures/Expenses				

Oct '20 - June 21				
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
534.34 · Other Services	137,393.39	183,275.00	-45,881.61	74.97%
534.41 · Communication Services	1,080.11	1,200.00	-119.89	90.01%
534.46 · Repair & Maintenance Services	7,823.87	5,000.00	2,823.87	156.48%
534.52 · Operating Supplies				
534.521 · Other Operating Supplies	2,814.56	1,500.00	1,314.56	187.64%
534.522 · Fuel Expenses	3,337.31	3,500.00	-162.69	95.35%
534.523 · Uniforms	539.47	500.00	39.47	107.89%
534.52 · Operating Supplies - Other	10.00			
Total 534.52 · Operating Supplies	6,701.34	5,500.00	1,201.34	121.84%
534.55 · Training	1,988.00			
Total 534.30 · Operating Expenditures/Expenses	154,986.71	194,975.00	-39,988.29	79.49%
534.60 · Capital Outlay				
534.64 · Machinery & Equipment	0.00	9,260.00	-9,260.00	0.0%
534.60 · Capital Outlay - Other	314.63			
Total 534.60 · Capital Outlay	314.63	9,260.00	-8,945.37	3.4%
534.70 · Debt Service				
534.71 · Principal	31,442.40	34,301.00	-2,858.60	91.67%
Total 534.70 · Debt Service	31,442.40	34,301.00	-2,858.60	91.67%
Total 534.00 · Sanitation	221,920.39	286,788.00	-64,867.61	77.38%
535.00 · Sewer / Wastewater Services				
535.10 · Personnel Services				
535.12 · Regular Salaries & Wages	10,822.33	13,065.00	-2,242.67	82.84%
535.15 · Special Pay	1,920.00			
535.21 · FICA Taxes	0.00	1,000.00	-1,000.00	0.0%
535.23 · Life and Health Insurance	0.00	0.00	0.00	0.0%
535.10 · Personnel Services - Other	0.00	0.00	0.00	0.0%
Total 535.10 · Personnel Services	12,742.33	14,065.00	-1,322.67	90.6%
535.30 · Operating Expenditures/Expenses				
535.31 · Professional Services	28,309.65	2,000.00	26,309.65	1,415.48%
535.40 · Travel and Per Diem	0.00	2,000.00	-2,000.00	0.0%
535.41 · Communication Services	316.72	1,000.00	-683.28	31.67%
535.43 · Utility Services	1,501.67	1,200.00	301.67	125.14%
535.45 · Insurance	0.00	7,000.00	-7,000.00	0.0%
535.46 · Repair & Maintenance Services	4,642.12	9,000.00	-4,357.88	51.58%
535.52 · Operating Supplies	13,823.55	20,000.00	-6,176.45	69.12%
535.54 · BooksPublicaSubscripMemberships	75.00			

Oct '20 - June 21				
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
535.55 · Training	190.00	2,000.00	-1,810.00	9.5%
Total 535.30 · Operating Expenditures/Expenses	48,858.71	44,200.00	4,658.71	110.54%
535.60 · Capital Outlay				
535.63 · Infrastructure	56,068.41	60,000.00	-3,931.59	93.45%
535.64 · Machinery & Equipment	314.63			
Total 535.60 · Capital Outlay	56,383.04	60,000.00	-3,616.96	93.97%
535.70 · Debt Service				
535.71 · Principal	1,512.02			
Total 535.70 · Debt Service	1,512.02			
Total 535.00 · Sewer / Wastewater Services	119,496.10	118,265.00	1,231.10	101.04%
Total 530.00 · Physical Environment	3,140,944.70	2,813,479.00	327,465.70	111.64%
540.00 · Transportation				
541.00 · Road & Street Facilities				
541.10 · Personnel Services				
541.12 · Regular Salaries & Wages	33,502.31	34,690.00	-1,187.69	96.58%
541.21 · FICA Taxes	0.00	2,654.00	-2,654.00	0.0%
541.22 · Retirement Contributions	0.00	1,908.00	-1,908.00	0.0%
541.23 · Life and Health Insurance	6,963.83	9,000.00	-2,036.17	77.38%
Total 541.10 · Personnel Services	40,466.14	48,252.00	-7,785.86	83.86%
541.30 · Operating Expenditures/Expenses				
541.31 · Professional Services	3,400.00	15,000.00	-11,600.00	22.67%
541.41 · Communication Services	237.82	1,000.00	-762.18	23.78%
541.43 · Utility Services	21,532.20	18,000.00	3,532.20	119.62%
541.451 · NPDES/Stormwater Expense	2,155.00	15,000.00	-12,845.00	14.37%
541.46 · Repair & Maintenance Services	11,241.10	12,000.00	-758.90	93.68%
541.52 · Operating Supplies				
541.521 · Other Operating Supplies	4,710.82	3,500.00	1,210.82	134.6%
541.522 · Fuel Expenses	2,026.05	1,800.00	226.05	112.56%
541.523 · Uniforms	336.71	500.00	-163.29	67.34%
Total 541.52 · Operating Supplies	7,073.58	5,800.00	1,273.58	121.96%
541.53 · Road Materials & Supplies	6,265.10	12,000.00	-5,734.90	52.21%
541.55 · Training	61.53	1,391.00	-1,329.47	4.42%
Total 541.30 · Operating Expenditures/Expenses	51,966.33	80,191.00	-28,224.67	64.8%
541.60 · Capital Outlay				
541.63 · Infrastructure	651,272.18	1,214,000.00	-562,727.82	53.65%
541.64 · Machinery & Equipment	1,944.63			

	Oct '20 - June 21			
	Unaudited	Annual Budget	\$ Over Budget	% of Budget
541.60 · Capital Outlay - Other	0.00	0.00	0.00	0.0%
Total 541.60 · Capital Outlay	653,216.81	1,214,000.00	-560,783.19	53.81%
Total 541.00 · Road & Street Facilities	745,649.28	1,342,443.00	-596,793.72	55.54%
Total 540.00 · Transportation	745,649.28	1,342,443.00	-596,793.72	55.54%
570.00 · Culture & Recreation				
572.00 · Parks and Recreation				
572.10 · Personnel Services				
572.12 · Regular Salaries & Wages	25,733.86	34,690.00	-8,956.14	74.18%
572.15 · Special Pay	0.00	0.00	0.00	0.0%
572.21 · FICA Taxes	0.00	2,633.00	-2,633.00	0.0%
572.22 · Retirement Contributions	0.00	0.00	0.00	0.0%
572.23 · Life and Health Insurance	5.96	0.00	5.96	100.0%
Total 572.10 · Personnel Services	25,739.82	37,323.00	-11,583.18	68.97%
572.30 · Operating Expenditures/Expenses				
572.31 · Professional Services	12,375.00	32,000.00	-19,625.00	38.67%
572.41 · Communication Services	271.72	500.00	-228.28	54.34%
572.43 · Utility Services	2,696.33	3,500.00	-803.67	77.04%
572.46 · Repair & Maintenance Services	2,513.05	7,000.00	-4,486.95	35.9%
572.52 · Operating Supplies				
572.521 · Other Operating Supplies	3,593.17	3,000.00	593.17	119.77%
572.522 · Fuel Expenses	2,026.02	2,800.00	-773.98	72.36%
572.523 · Uniforms	184.39	500.00	-315.61	36.88%
Total 572.52 · Operating Supplies	5,803.58	6,300.00	-496.42	92.12%
Total 572.30 · Operating Expenditures/Expenses	23,659.68	49,300.00	-25,640.32	47.99%
572.60 · Capital Outlay				
572.63 · Infrastructure	0.00	115,000.00	-115,000.00	0.0%
572.64 · Machinery & Equipment	12,069.27			
Total 572.60 · Capital Outlay	12,069.27	115,000.00	-102,930.73	10.5%
Total 572.00 · Parks and Recreation	61,468.77	201,623.00	-140,154.23	30.49%
Total 570.00 · Culture & Recreation	61,468.77	201,623.00	-140,154.23	30.49%
590.100 · Muni-Link Dep Refund Clearing	0.00			
Total Expense	5,683,295.95	5,976,783.00	-293,487.05	95.09%
Net Ordinary Income	-542,753.36	1.00	-542,754.36	-54,275,336.0%
Net Income	-542,753.36	1.00	-542,754.36	-54,275,336.0%



## TOWN OF LAKE HAMILTON BUILDING PERMIT APPLICATION

100 Smith Ave  
PO Box 126  
Lake Hamilton, FL 33851  
(863) 439-1910  
Fax: (863) 439-1421

TOTAL DUE: \$ \_\_\_\_\_

Date of Application:

7/27/2021

Code in effect is the Florida Building Code 7th Edition

Property Address/Location: 915 Roberts RdParcel ID#: 27-28-08-821701-000012

Sq. Ft. of Building:

N/A

Septic:

N/A

Meter Size Req:

N/A

Meter#:

N/A

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify no work or installation has commenced prior to the issuance of a permit and all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand a separate permit must be secured for any additional work not described on this application. I also agree to pay permit fees based on the Florida Building Code or furnish a signed contract for this construction. ALL COMMERCIAL NEW CONSTRUCTION, ALTERATIONS, AND/OR ADDITIONS REQUIRE TECHNICAL REVIEW BOARD APPROVAL. SCHEDULE AN APPOINTMENT WITH THE TOWN PLANNER FOR A PRE-REVIEW CONSULTATION.

Type of Permit: (x) all that apply:

Building ☐ Electrical ☐ Mechanical ☐ Plumbing ☐ Irrigation ☐ Fence ☐ Pool ☐ Shed ☐Residential ☐ Commercial ☒ Warehouse ☐ New ☐ Alteration ☐ Addition ☐ Repair ☐ RoofDescription of work: Installation of 1.25" conduit for fiber optic connectivity between adjacent properties. See attachments....Cost of construction: \$3,000.00Type of construction: UndergroundOccupancy Group: N/AOwner Name: Rush Truck CenterOwner Phone #: 863-547-2000Owner Address: 915 Roberts RdCity: Haines CityState: FLZip: 33844

## CONTRACTOR INFORMATION

Contractor Name: Brady A. SappBusiness Name: Central Florida Infrastructure, Inc.

Business Address: \_\_\_\_\_

1000 W. First St.

City: Sanford 32771State: FL Zip: \_\_\_\_\_Phone #: 407-970-8611Fax #: 407-732-7761License #: CUC1225074

Sub-Contractor Name(s) and License Number(s): \_\_\_\_\_

Elec: \_\_\_\_\_

Lic #: \_\_\_\_\_

Mech: \_\_\_\_\_

Lic #: \_\_\_\_\_

Plbg: \_\_\_\_\_

Lic #: \_\_\_\_\_

Roof: \_\_\_\_\_

Lic #: \_\_\_\_\_

Irrigation: \_\_\_\_\_

Lic #: \_\_\_\_\_

Landscaping: \_\_\_\_\_

Lic #: \_\_\_\_\_

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning. WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner [Signature]Date: 7/30/21

Signature of Contractor \_\_\_\_\_

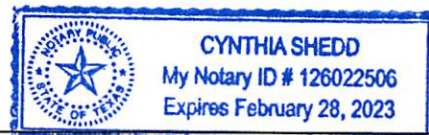
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF POLK

Sworn to and subscribed before me this 30th day of July 20 21, by Ben Crawford Who is personally known

to me or who has produced \_\_\_\_\_ (Type of Identification)

Signature of Notary Cynthia Shedd Notary Seal or StampState of Florida TEXASMy Commission Expires 2/28/2023

Fire Marshall: \_\_\_\_\_

Date: \_\_\_\_\_

Building Division: \_\_\_\_\_

Date: \_\_\_\_\_

Planning/ Zoning: \_\_\_\_\_

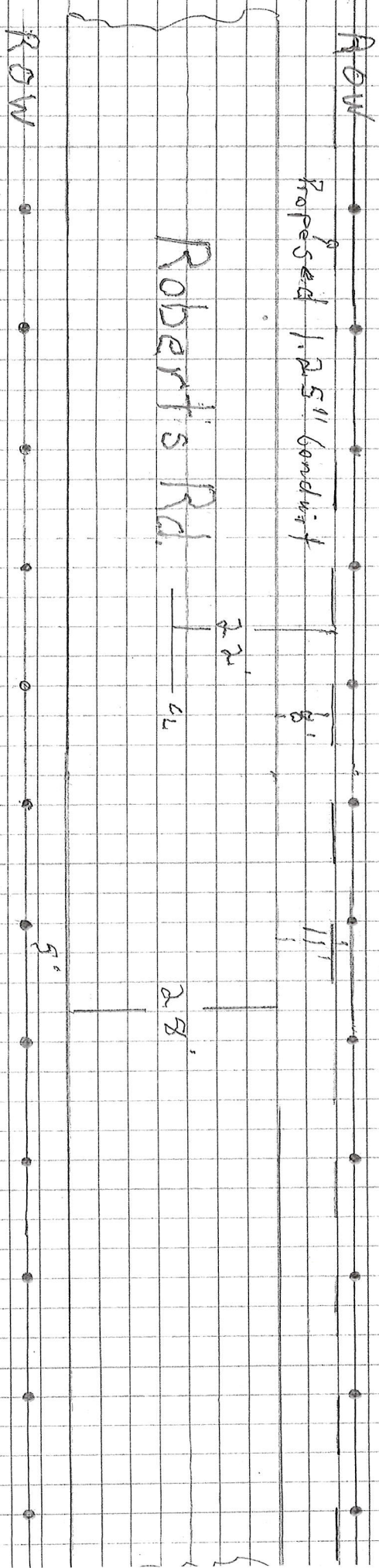
Date: \_\_\_\_\_

PERMIT #:

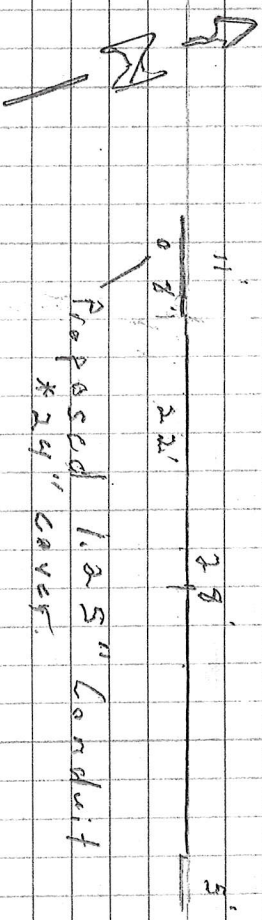


Bush Truck Center  
915 Roberts Road  
Haines City, FL 33844

240' in ROW from property to property.



Cross Section



4'



Slab 1.25" compact oil of box up wall 15" Panhandle material well and install 1.5" LB connector

NEW 12" x 12" x 6" NEMA 3R  
Pillbox w/hinged lockable lid

Hyd. Condukt @ 24  
depth

435' Total  
Hand Trench

1.25" Schedule 40  
PVC Conduit @ 2'  
depth

New Canada 107 x 24  
 1000x y/tañto falcón

existing electrical meter and panel

10' hand frame  
New Quezle 18" x 24"  
cotton, white, same to

10' hand branch





# Untitled Map

Write a description for your map.

enters

## Legend

-  Rush Truck Center - Haines City
-  Rush Truck Centers

Google Earth

© 2021 Google

100 ft





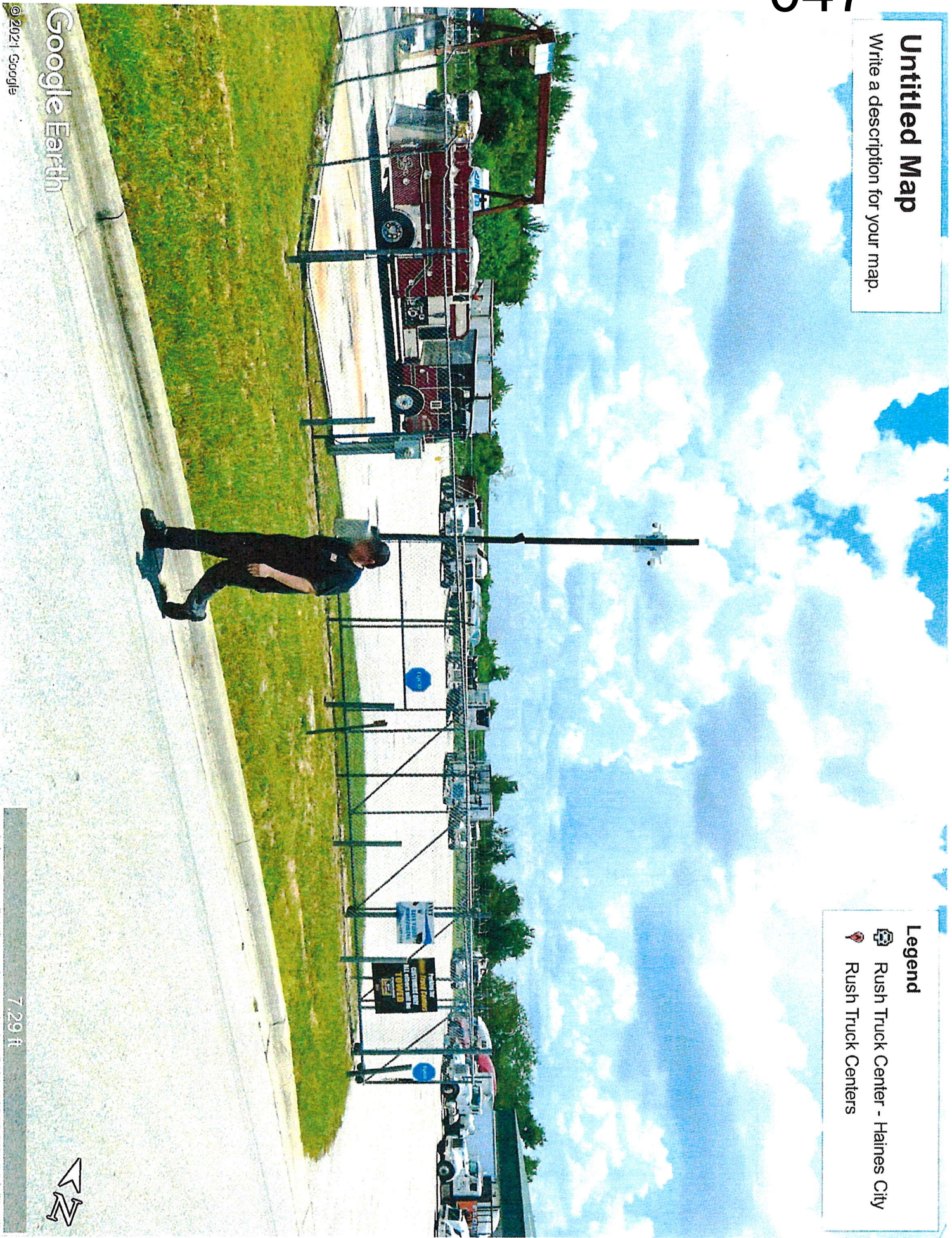


# Untitled Map

Write a description for your map.

## Legend

-  Rush Truck Center - Haines City
-  Rush Truck Centers



Google Earth

© 2021 Google

7.29 ft





# 2020/2021 Employee Classification Plan

Class Code	Position	Hr. Work	Status	Salary Range			
				Minimum	Hourly	Maximum	Hourly
ADMINISTRATION							
1001	Town Administrator	2080	Exempt	Per contract			
1001	Town Clerk	2080	Exempt	Per contract			
1003	Fiscal Coordinator	2080	Exempt	\$45,760	\$22.00	\$65,000	\$31.25
1004	Utility Billing Clerk	2080	Non-Exempt	\$31,200	\$15.00	\$41,205	\$19.81
PUBLIC WORKS DEPARTMENT							
2001	Public Services Director	2080	Non-Exempt	\$49,920	\$24.00	\$83,200	\$40.00
2002	Lead W/WW Operator	2080	Non-Exempt	\$43,680	\$21.00	\$63,000	\$30.29
2002	PW Operations Supervisor	2080	Non-Exempt	\$41,600	\$20.00	\$61,000	\$29.33
2003	Operator W/WW	2080	Non-Exempt	\$38,480	\$18.50	\$53,000	\$25.48
2003	Maintenance Worker II	2080	Non-Exempt	\$35,360	\$17.00	\$45,365	\$21.81
2005	Maintenance Worker I	2080	Non-Exempt	\$31,200	\$15.00	\$41,205	\$19.81
POLICE DEPARTMENT							
3001	Police Chief	2080	Non-Exempt	\$67,912	\$32.65	\$92,900	\$44.66
3002	Police Captain	1040	Part-Time	\$26,000	\$25.00	N/A	
3002	Police Lieutenant	2236	Non-Exempt	\$45,893	\$20.52	\$58,840	\$26.31
3002	Police Sergeant	2236	Non-Exempt	\$44,906	\$20.08	\$63,245	\$28.28
3003	Police Corporal	2236	Non-Exempt	\$42,484	\$19.00	\$51,673	\$23.11
3003	Police Officers	2236	Non-Exempt	\$42,484	\$19.00	\$51,673	\$23.11
3004	Operations Manager	2080	Exempt	\$35,568	\$17.10	\$55,016	\$26.45
3004	Admin Assistant	2080	Non-Exempt	\$32,760	\$15.75	\$44,720	\$21.50
3003	Code Enforcement	2080	Non-Exempt	\$35,568	\$17.10	\$55,000	\$26.44
COMMUNITY DEVELOPMENT							
4001	Community Development Director	2080	Exempt	\$45,000	\$21.63	\$75,000	\$36.06
4003	Associate Planner	2080	Exempt	\$35,568	\$17.10	\$55,016	\$26.45
CONTRACT PROFESSIONAL							
4006	Building Official	N/A	Part-Time	Per Contract			
Classification Codes							
001	Management/Dept. Head	004	Administrative				
002	Mid-level Professional	005	Labor				
003	Skilled/Specialized Training	006	Contract worker / Part-Time				

**Town of Lake Hamilton****JOB TITLE: Associate Planner****Pay Scale: \$35,568 - \$65,000 Exempt position****Department: Community Development****SUMMARY**

Under the direction and supervision of the Community Development Director, the Associate Planner is responsible for performing complex planning activities, involving both current development and long-range planning.

**ESSENTIAL JOB FUNCTIONS**

- A. Utilizes discretionary authority after consulting with the Planning Director to interpret and apply town codes, comprehensive plan, ordinances, and regulations pertaining to zoning, land use, and site development.
- B. Researches, analyzes, prepares and recommends amendments to the town zoning, subdivision and related ordinances and development policies, after consulting with the Planning Director, and initiate actions necessary to correct deviations.
- C. Serves as project manager for development applications as assigned by the Planning Director.
- D. Reviews applications for commercial/industrial developments and subdivisions, rezoning, subdivision plats, site plans, legal descriptions, or other documents for proposed projects.
- E. Tracks assigned projects from initiation to project approval, excluding building permits.
- F. Determines if proposed development complies with Town codes/ordinances, and special agreements such as development agreements, conditional use permits and variances.
- G. Provides support for enforcement of Town codes and ordinances to the Code Enforcement Department.
- H. Provides technical assistance to the public and appointed officials and other departments.
- I. Interfaces and communicates with the public, outside agencies, and consultants regarding zoning, development and the comprehensive plan in the management and development of the town.
- J. Prepares written project analysis and staff reports, after consulting with the Planning Director about the report outline.
- K. Conducts site inspections as needed
- L. Attends local planning and zoning, board of adjustment, community redevelopment agency, and other public meetings as required, including night meetings as assigned by the Planning Director.
- M. Provides information to developers, attorneys, and residents on plans, applications, development codes and policies related to land development within the town.
- N. Researches and assists in the preparation of updates to the comprehensive plan.
- O. Assists with promoting enhanced building architecture and public space landscape architecture.
- P. Attends other Planning seminars, meetings, and trainings as instructed by the Planning Director.
- Q. Performs other related duties as assigned.

**MINIMUM QUALIFICATIONS**

- A. Bachelor's degree from an accredited institution in Urban Planning, Public Administration, or a related field and one year of experience for a municipality or similar agency; or an equivalent combination of relevant education and experience (3 years).
- B. Advanced computer skills (Microsoft Office Suite)

Associate Planner page two

Preferred Knowledge, Skills and Abilities:

- A. Knowledge of local codes and regulations relating to planning and zoning.
- B. Knowledge of general and technical planning concepts.
- C. Knowledge of state planning laws.
- D. Knowledge of GIS systems to integrate data with electronic maps is preferred.
- E. Ability to communicate clearly in English, both orally and in writing.
- F. Ability to prepare and maintain all planning related documents and reports.
- G. Ability to understand and interpret complex written material, analyze facts, exercise judgment and arrive at valid conclusions.
- H. Ability to establish and maintain effective working relationships with associates, other employees and the general public.
- I. Ability to walk, stand, or sit for extended periods of time.
- J. Ability to operate assigned equipment or vehicles.

Additional Requirements for employment:

- A. Must possess a valid Florida Class E driver license
- B. Pursuant to Florida Crime Information Center, must pass applicable post offer pre-employment testing, background and credit check process requirements.
- C. Will be required to demonstrate proficiency in spreadsheet and word processing software.

If you are claiming Veterans' Preference, you are responsible for providing the required eligibility documentation by the close date of the posting.

**Town of Lake Hamilton**

**JOB TITLE: Fiscal Coordinator**

**Pay Scale: \$45,000 - \$75,000 Exempt position**

**Division: General Government Services**

**Department: Finance and Administration**

## **SUMMARY**

Perform basic and advanced accounting, fiscal management, and administrative duties to ensure accurate financial reports and records in accordance with laws, rules, regulations, Town policies, best practices and as applicable, generally accepted accounting principles. The position requires the application of basic and advanced accounting principles, policies and procedures in the effective, efficient, and timely performance of accounting functions in the areas of accounts receivable, accounts payable, payroll, revenue and expense monitoring, utility billing, grants, debt, month-end and year-end closing, annual audit support, cash and investments reconciliation and analysis, general ledger maintenance, and financial reporting. Work is performed under the supervision of the town administrator.

General Duties of the job: (may vary based on area of assignment or responsibility)

- Plans, directs, coordinates and administers all activities and personnel of the Town's finance and utility billing departments in accordance with all applicable laws, rules, regulations and directions from town government.
- Supervises activities of the Finance Department and Utility Billing Department, including administration, accounting, property control, billing and collection, accounts payable, payroll, occupational licenses, cash/debt management.
- Prepares and maintains accounts payable and revenue records by fund, grant, project and account. Maintains an automated accounting system.
- Reviews, verifies and processes reimbursement requests.
- Assists in preparing and monitoring annual town budget. Works with CPA and Auditor on fiscal year end reports and audit.
- Reviews and processes vendor invoices for payment of services which includes maintaining compliance with the Town's policy guidelines and procedures.
- Prepares monthly and quarterly financial reports for funds, grants, and projects to accurately track revenue and expenditures. Analyzes and reconciles accounts to identify discrepancies and accurately maintains records and reports. Maintains accurate records of goods and services ordered and received.
- Processes payroll; ensures benefit deductions, taxes, retirement, others are properly reported and paid in timely manner.
- May be responsible for maintaining departmental petty cash fund. Supervises clerical staff as assigned.
- Coordinates, prepares and reviews fiscal, legal and administrative contractual/RFPs/Purchase Order (P.O.) items, such as: auditing proposals; IT service, engineers, sheriff's office.
- Works with departments, CPA and Auditor to develop improved fiscal and administrative procedures (workflows and processes). Initiates, coordinates, recommends, and prepares procedure documents. Monitors procedures: recommends and/or prepares revisions, as needed. Assists in the evaluation of the successful implementation and maintenance of the procedures.
- Coordinates special projects, assignments, and programs within all Departments as requested.
- Analyzes and interprets proposed legislation, documents of technical and non-technical nature, emergency response plans, etc. as related to financial matters to develop and provide recommendations and/or impact statements.



- Assists in writing and processing grant applications for Federal, State, and Local funding programs.
- Coordinates financial needs during emergency operation activation.

## MINIMUM QUALIFICATIONS

- A. Bachelor's degree from an accredited institution in Accounting, Finance, Business or Public Administration or a closely related field and two years of accounting or financial experience in a government setting; or an equivalent combination of relevant education and experience (5 years).
- B. Knowledge of governmental accounting and auditing principles and experience with federal, state and/or local grants.
- C. Familiar with Quickbooks Accounting Software.
- D. Advanced computer skills (Microsoft Office Suite)
- E. Self-starter with ability to understand and carry out directions.

### Preferred Knowledge, Skills and Abilities:

- A. Preferred Bi-lingual English and Spanish.
- B. Knowledge of office procedures in a municipal setting.
- C. Ability to prepare, organize and maintain reports and filing systems; Ability to communicate effectively orally and in writing.
- D. Must be able to establish and maintain effective working and professional relationships with town employees, other public employees and town officials, and the public.

### Additional Requirements for employment:

- A. Must possess a valid Florida Class E driver license
- B. Pursuant to Florida Crime Information Center, must pass applicable post offer pre-employment testing, background and credit check process requirements.
- C. Will be required to demonstrate proficiency in Quickbooks, spreadsheet and word processing software.

If you are claiming Veterans' Preference, you are responsible for providing the required eligibility documentation by the close date of the posting.



### Town of Lake Hamilton

The Town of Lake Hamilton is an Equal Employment Opportunity Employer

<b>Job Title</b>	Captain	<b>Salary Range</b>	\$
<b>Department</b>	Police		
<b>Location</b>	Lake Hamilton, FL – Police Station		

**Non Exempt**

**Part Time**

**Permanent**

#### **Position Function/Nature of Work:**

The position of Captain is an administrative position which entails all the duties of the police officer in addition to supervisory responsibilities.

Under the direction of the Chief of Police, the Capatain plans, directs, supervises, assigns, reviews, and participates in law enforcement activities and other related tasks as required.

This position is a liaison between the Chief of Police and other Department members.

At the discretion of the Chief of Police, a Captain may also be assigned the duties and responsibilities of the following: Armorer, Code Enforcement Supervisor, Evidence Custodian, Extra-Duty Coordinator, Field Training Coordinator (FTC), Field Training Officer (FTO), Grant Writer, Personnel Selection Coordinator, Public Information Officer (PIO), Terminal Agency Coordinator (TAC) and/or Training Coordinator.

Must be able to wear bullet-proof vest, hard hat / helmet, safety glasses, goggles, hearing protectors, face shield and gloves.

Exposure to extreme temperatures, animals / insects, confined spaces, heights, noise, dust, vapors, fumes, mist, smoke, toxic metals, poisons, irritants, and blood borne pathogens.

**Essential Duties:** The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Assists, trains, directs, and assigns work to assigned police officers.
- Reviews and monitors work of assigned police officers.
- Ensures proper shift coverage and corrects time sheets.
- Assigns directed patrols and directs proactive patrol strategies.
- Responds to major crime scenes and traffic crashes as required.
- Assists with arrests and reviews warrants.
- Responds to accidents involving Town vehicles and writes reports.
- Participates in the selection and hiring of new members.

- Coordinated field training for probationary officers and determines training needs of the Department.
- Conducts performance evaluations and disciplinary actions for assigned police officers.
- Evaluates directives and implements approved policies and procedures.
- Ensures attendance at depositions and court appearances.
- Inspects assigned police officers' equipment, patrol vehicles and uniforms on a regular basis.
- Responds to and investigates citizen complaints and employee grievances.
- Conducts minor administrative investigations and administrative inquires.
- Responds to citizen inquiries and informational requests.
- Assists in the preparation of the Department's budget.
- Performs other work-related tasks as needed or assigned.

#### **Knowledge/Skills/Abilities:**

- Thorough knowledge of federal and state law and municipal ordinances, personnel rules and regulations, Department policies and procedures, and geography and demography of the City.
- Must be skilled in conducting criminal and crash investigations, and interviewing techniques.
- Be proficient in the use of police equipment.
- Be able to react quickly and calmly in emergencies and lead by example.
- Must be able to read, write and speak clearly in English.

#### **Minimum Requirements/Qualifications:**

- High School Diploma or GED equivalent. Associates degree preferred.
- Must have a minimum of five (5) years of experience as a police sergeant or above and/or a combination of military supervisory experience.
- Must have or obtain Middle Management class within three (3) years.

#### **Other requirements:**

- Must be 22 years of age or older.
- Must possess a valid State of Florida drivers' license.
- Must possess an honorable military discharge if applicant has been service connected.
- Must be a United States citizen or naturalized citizen.
- Must pass a physical examination and drug urinalysis test.
- Must undergo and pass a polygraph and psychological examination.
- Must not have been convicted of a felony.
- Must endure a personal, professional, and moral background investigation to determine honesty, maturity and dependability.
- Must be available to be on call twenty-four (24) hours a day.

#### **Licenses/Certifications:**

- Must possess a Police Standards and Training Minimum Certification and must meet any other requirements specified in the Florida Statutes for a Police Officer.

#### **Comments:**

This position may be required to report for work when a declaration of emergency has been declared in Polk County.



**From:** [Nathan Lewellen](#)  
**To:** [Sara Irvine](#); [Michael Kehoe](#)  
**Subject:** Re: Paving recommendations  
**Date:** Friday, September 3, 2021 4:21:31 PM

---

I didn't have time to write something up officially before end of shift, so hopefully this is enough.

It's my recommendation to budget for a million dollar project to overlay as much road as possible with no major deviations, or changes to points of entry as they will be too costly. Minor straightening And widening of roads should be performed as well as paved aprons at driveway points and alleys. No new roads should be paved or added base as that will be too expensive. No edging either. We should do this with the understanding that we will have to revisit some areas in 10 years for more extensive work.

Nathan Lewellen  
Director of Public Works and Utilities  
Town of Lake Hamilton  
863-247-0606

**ORDINANCE O-21-15**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON EXTENDING THE CORPORATE LIMITS OF THE TOWN SO AS TO INCLUDE ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF LAKE HAMILTON, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. THE LOCATION IS THE NORTHWEST CORNER OF DETOUR ROAD AND WHITE CLAY PIT ROAD AND CONTAINING 9.93 ACRES.**

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

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

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

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

1. That the Town Council of the Town of Lake Hamilton does hereby annex into the corporate limits of the Town of Lake Hamilton, Florida, one parcel owned by the Dicks Family Limited Partnership, LLLP and consisting of a total of 9.93 acres, described as follows:  

**Parcel Number: 272809-000000-011020** (Per Book 04186, Pages 1419):  
The Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.
2. The town boundaries of the Town of Lake Hamilton are hereby redefined to include the parcels of land described above and in accordance with Exhibit "A" hereto attached and made a part of the Ordinance.
3. All ordinances in conflict herewith are hereby repealed.
4. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provision and portions of this ordinance shall remain in full force and effect.
5. This ordinance shall take effect upon adoption.

**INTRODUCED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**



**TOWN OF LAKE HAMILTON, FLORIDA**

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

ATTEST:

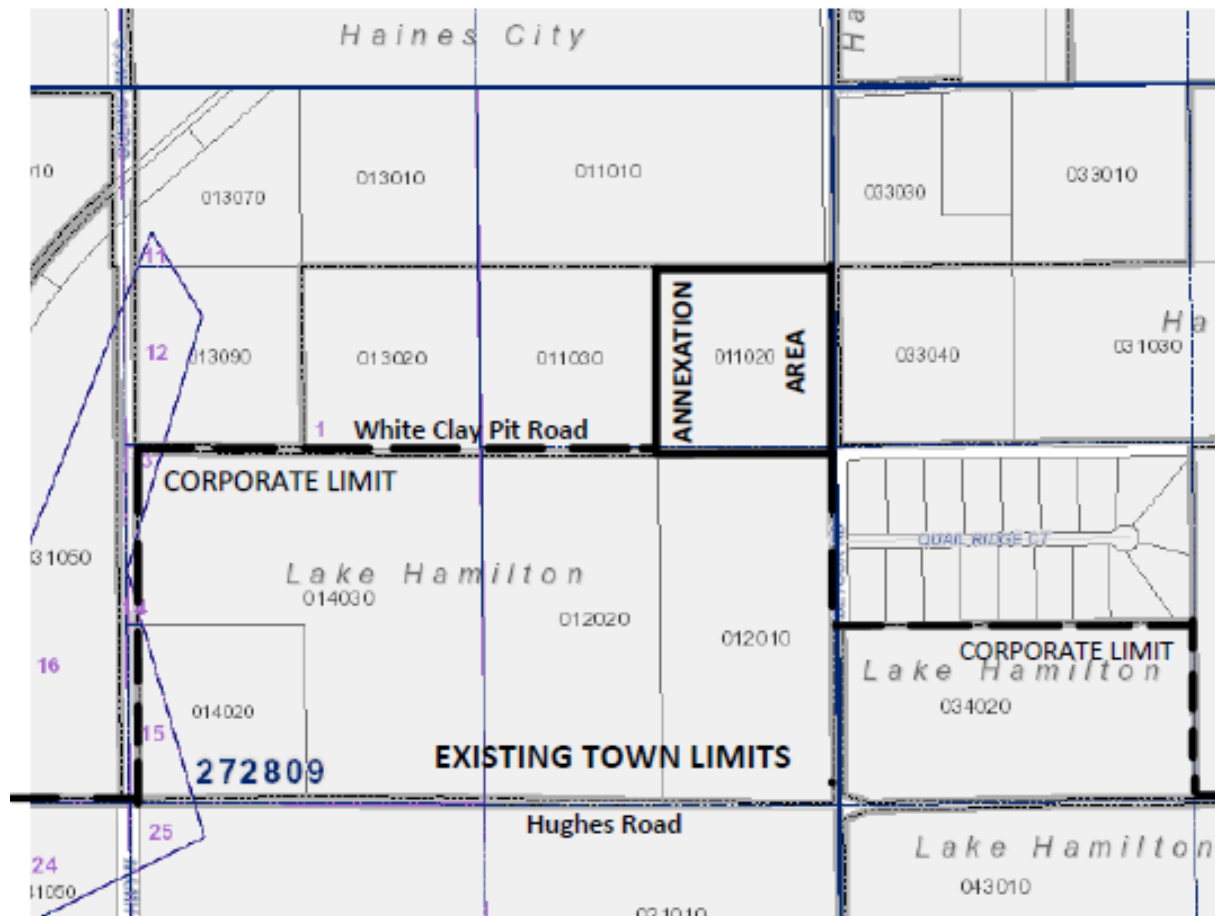
\_\_\_\_\_  
BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
JEFFREY S. DAWSON, TOWN ATTORNEY

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

**EXHIBIT A**  
**Block 410 Annexation**



**ORDINANCE O-21-16**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, ADOPTING A PLANNED UNIT DEVELOPMENT (PUD) NAMED “HAMILTON BLUFF”, LOCATED BETWEEN HATCHINEHA ROAD ON THE SOUTH AND KOKOMO ROAD ON THE NORTH WITH SCENIC HIGHWAY (SR17) AS ITS WESTERN BOUNDARY AND ITS EASTERN BOUNDARY LYING THREE-EIGHTHS (3/8) OF A MILE EAST OF DETOUR ROAD IN SECTIONS 10, 15 AND 16, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** Section 163.3167(c), Florida Statutes, empowers the Town to adopt land development regulations to guide the growth and development of the Town, and to amend such regulations from time to time; and

**WHEREAS** pursuant to Section 166.041(c) 2, Florida Statutes, the Planning Commission, and the Town Council have held Public Hearings to consider the rezoning of lands described below, which will amend the Zoning Map of the Town; and

**WHEREAS** Section 16-103 of the Lake Hamilton Code of Ordinances establishes Zoning Districts including a PUD Planned Unit Development.

**WHEREAS** the Public Hearings were advertised and held with due public notice to obtain public comment; and having considered all written and oral comments received during the public hearings, the Town Council finds that the rezoning is consistent with the Future Land Use Element of the Lake Hamilton Comprehensive Plan; and

**WHEREAS** the zoning change will further the general health, safety, and welfare and be a benefit to the Town as a whole; and

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

1. The properties now known as Hamilton Bluff Planned Unit Development (PUD) are listed in detail in Exhibit “A” of this ordinance and are the properties described in Cassidy Holdings, LLC development applications are **Cassidy Group One, One A, Two A, Six and Six A** (Cassidy Group 1,1A,2A,6, & 6A).
2. The parcels described above, constitute more than five percent (5%) of the zoned area of the Town.
3. The property to be zoned Hamilton Bluff PUD is shown in Exhibit “B” Location Map attached hereto and made a part of this Ordinance.
4. The Hamilton Bluff PUD Plan is attached as Exhibit “C” of this Ordinance and contains a complete and accurate listing of the development criteria for lots, internal roadways, buffers,

amenity areas, parks, trails, open space, and stormwater management areas, all of which will be detailed and verified for compliance with this Ordinance when the plat and construction plans are developed and submitted to the Town. The regulations of the PUD District are those contained in the Lake Hamilton Code of Ordinances, Land Development Code and the conditions stated in this Ordinance that shall govern further public review and development of the property within this District with the following specific conditions.

- a. Enter a developer agreement to financially aid the Town of Lake Hamilton constructing a Wastewater Treatment Facility (WWTF) to produce capacity to meet the projected demand of the proposed PUD.
- b. Enter a developer agreement to financially aid the Town of Lake Hamilton in increasing Water Use Permit (WUP) capacity to meet the projected demand of the proposed PUD.
- c. Secure the services of a professional Traffic Engineer to undertake a cumulative traffic study of the impact of Hamilton Bluff PUD together with the approved Scenic Terrace South PUD.
- d. Balance the mix of lot sizes in Hamilton Bluff to \_\_\_\_\_ percent (\_\_\_%) forty foot (40') wide lots and \_\_\_\_\_ percent (\_\_\_%) fifty foot (50') wide lots.
- e. Amenities: The design of Overlook Park, Skyview Park, the Amenity Centers, the Club House, and other parks, trails, open space, the Community and Neighborhood Gateways and Monuments, Walls and Fences, and Landscaping is conceptual. The location of all of these park and open space elements is shown on the Planned Unit Development Map attached hereto as Exhibit C. As a condition of Final Subdivision Plat approval and phasing of the overall development, final design of the amenities within the various phase shall be submitted to the Town for approval. It is understood that the Town's interest shall be limited to determining the compliance of the development and the phase with the Lake Hamilton Comprehensive Plan and the Land Development Regulation and the spirit of follow through by the developer with the construction of buildings, parks, pools, special outdoor areas and walkways that the images portrayed in the visual presentation shown by the development to the Planning Commission and Town Council. The development, ownership and maintenance of the common amenities will be the responsibility of the Community Development District hereof and/or Homeowner's Association.
- f. Schools: Compliance with the regulations of the Polk County School Board regarding school concurrency shall be completed and submitted when the subdivision plat is certified to the Town for review and approval.
- g. Stormwater: A master stormwater plan for the site is required at the time the subdivision plat is certified to the Town for review and approval. The Community Development District and/or Homeowner's Association will be responsible for permits, ownership, maintenance, and repair of the installed system.

- h. Street Lighting: The Town shall be included in any decision by the developer regarding street and community lighting design and service. The Community Development District and/or Homeowner's Association will be responsible for all costs associated with street and community lighting including any monthly utility payments, lease of equipment, maintenance, and repair of the installed system.
- 5. Any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.
- 6. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.
- 7. A certified copy of this Ordinance, as well as a copy of the Land Development Code shall be located in the Office of the Town Clerk of Lake Hamilton.
- 8. This ordinance shall take effect immediately upon adoption after second reading.

**INTRODUCED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**TOWN OF LAKE HAMILTON, FLORIDA**

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

ATTEST:

\_\_\_\_\_  
BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
JEFFREY S. DAWSON, TOWN ATTORNEY

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

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

**CASSIDY GROUP ONE:**

**Parcel Number: 272816-823000-037031 (Per Book 11099, Pages 0792-0793):** Lot 3, Block 37, LESS AND EXCEPT the South 300 feet of the East 250 feet thereof, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida.

**Parcel Number: 272816-823000- 040012 (Per Book 11099, Pages 0792-0793):** The South 1/2 of Lot 1, Block 40, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida; AND the South 1/ 2 of Lot 2, Block 40, Lake Hamilton, a subdivision according to the plat thereof recorded at Plat Book 3, Page 34, in the Public Records of Polk County, Florida; LESS AND EXCEPT the West 175 feet thereof, all of the above being located in Section 16, Township 28 South, Range 27 East.

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

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

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

**Parcel Number: 272816-823000-037020 (Per Book 10656, Pages 1372-1373):** Lot 2, Block 37, Lake Hamilton, according to the map or plat thereof as recorded in Plat Book 3, Page 34, being the Northwest 114 of the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 28 South, Range 27 East, Public Records of Polk County, Florida.

**Parcel Number: 272816-823000-037010 (Per Book 08843, Pages 0430-0434):** Lot 1, Block 37, map of Lake Hamilton, according to the plat thereof recorded in Plat Book 3, Page 34, Public Records of Polk County, Florida.

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**Parcel Number: 272816-823000-037041 and 037042 (Per Book 08843, Pages 0430-0434):** Lot 4, Block 37, Lake Hamilton as recorded in Plat Book 3, Page 34 of the public records of Polk County, Florida, less begin 156.75 feet East and 150 feet North of the Southwest corner of said Lot 4; thence run North 110 feet; thence East 107 feet; thence South 110 feet; thence West 107 feet to the point of beginning.

AND

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

**Parcel Number: 272816-823000-036010:** Lot 1, Block 36, Town of Lake Hamilton, according to plat recorded in Plat Book 3 at page 34 of the public records of Polk County, Florida, also described as NE 1/4 of NE 1/4 of SE 1/4 of Section 16, Township 28 South, Range 27 East.

**Parcel Number: 272816-823000-036020:** Lot 2 and 3, Block 36, Town of Lake Hamilton, according to plat recorded in Plat Book 3 at page 34 of the public records of Polk County, Florida, also described as NE 1/4 of NE 1/4 of SE 1/4 of Section 16, Township 28 South, Range 27 East.

**CASSIDY GROUP ONE, Total Area = 91.43 acres**

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**CASSIDY GROUP ONE A:**

**Parcel Number: 272816-823000-036040 (Per Book 08179, Pages 2002-2003):** GROVE NO. 5 Lot 4 Block 36 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the South and East sides thereof.

**Parcel Number: 272816-823000-035010 (Per Book 08179, Pages 2002-2003):** GROVE NO. 3 Lot One (1) in Block 35 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the North and East sides thereof.

**Parcel Number: 272816-823000-035040 (Per Book 08179, Pages 2002-2003):** GROVE NO. 4 Lot Four (4), Block 35 of Lake Hamilton, Florida, according to the plat thereof recorded at Plat Book 3, Page 34 in the Public Records of Polk County, Florida, LESS public roadways off the South and East sides thereof.

**CASSIDY GROUP ONE A, Total Area = 28.36 acres**

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**CASSIDY GROUP TWO A:**

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



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

**CASSIDY GROUP TWO A, Total Area = 19.26 acres**

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**CASSIDY GROUP SIX:**

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

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

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

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

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

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

**CASSIDY GROUP SIX, Total Area = 88.34 acres**

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**CASSIDY GROUP SIX A:**

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

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

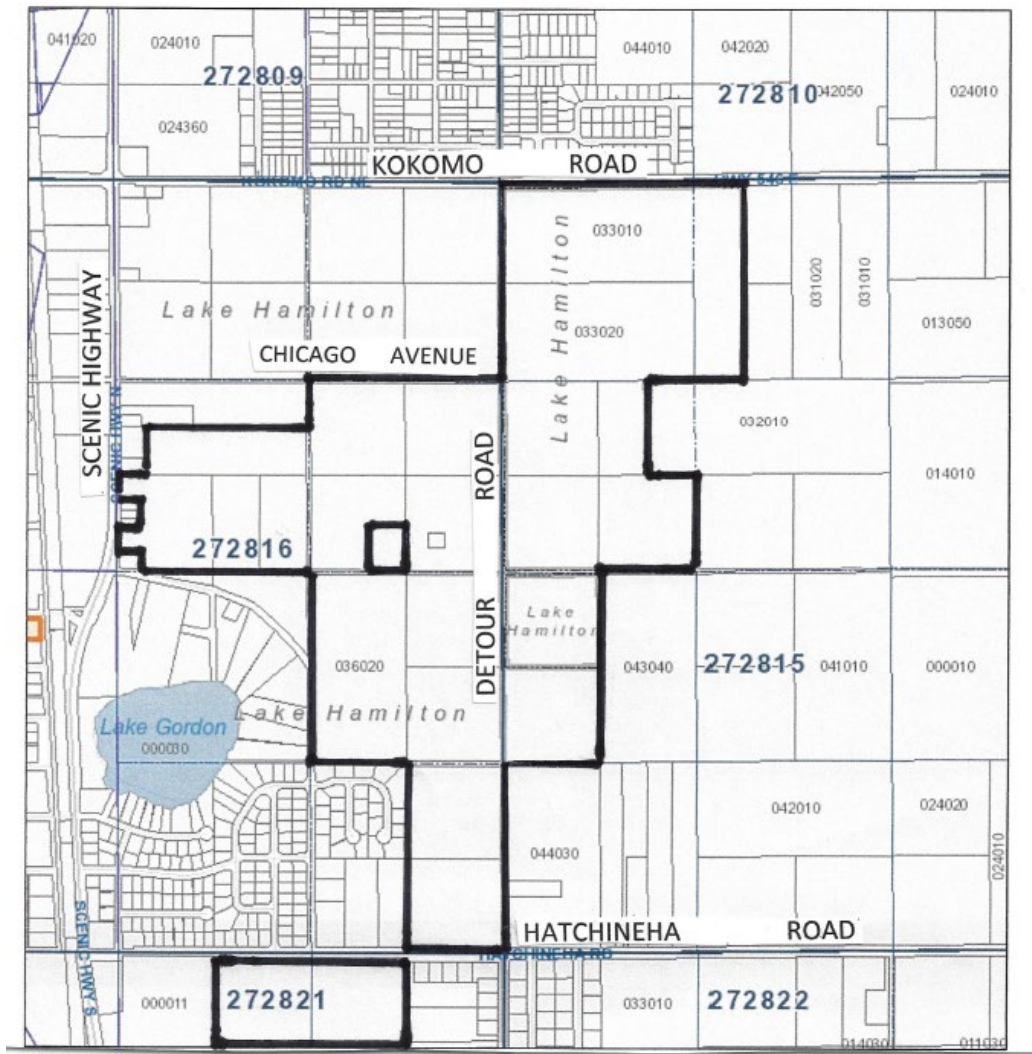
**CASSIDY GROUP SIX A, Total Area = 14.82 acres**

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**EXHIBIT B**

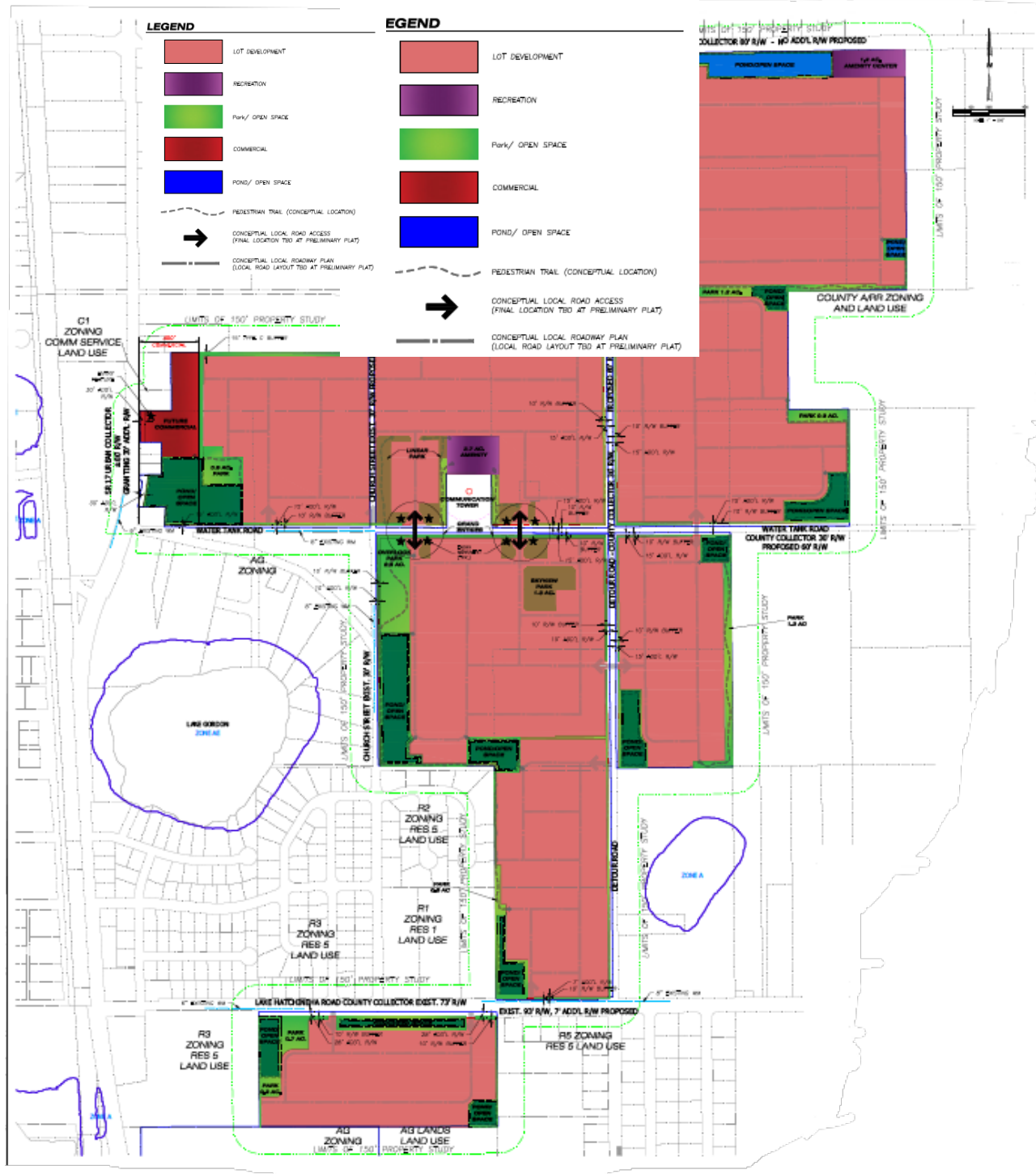
**LOCATION MAP**

**Hamilton Bluff**



## EXHIBIT C

### PUD PLAN



### **SITE PLAN STANDARDS NOTES:**

1. PROJECT IS PROPOSED TO BE DEVELOPED IN MULTIPLE PHASES.
2. DEVELOPMENT IS FOR SINGLE FAMILY DETACHED RESIDENTIAL.
3. TOTAL DEVELOPMENT ACREAGE: 242.3 ACRES
4. MAXIMUM DENSITY ALLOWED: 5.00 UNITS PER ACRE
5. DENSITY PROVIDED: 4.96 (1201 LOTS/242.3 ACRES=4.96 UNITS PER ACRE).
6. FLOOD ZONES ON SITE AND WITHIN 150' OF SITE BOUNDARIES ARE X, AS SHOWN ON FEMA F.I.R.M. COMMUNITY PANEL 12105C 0390G, DATED 12/21/2016
7. FLU/ZONING DESIGNATION AND USES ARE DEPICTED WITHIN 150' OF SITE BOUNDARY.
8. PROPOSED LOT LINES AND DIMENSIONS ARE DEPICTED ON THE PLAN.
9. SMALLEST LOT DETAILS AND DIMENSIONS ARE DEPICTED ON THE PLAN.
10. FLOOR AREA RATIO: NOT APPLICABLE.
11. IMPERVIOUS AREA SHALL NOT EXCEED 50%.
12. MAXIMUM BUILDING HEIGHT: 2 STORIES
13. ROADWAYS AND STORMWATER MANAGEMENT SYSTEM TO BE PUBLIC AND WILL BE OWNED AND MAINTAINED BY THE CDD.
14. SETBACKS

FRONT (HOUSE):	20'
FRONT (GARAGE):	25'
SIDE:	5'
REAR:	10'
CORNER LOT SIDE:	15'
ACCESSORY UNIT:	5'
POOL SCREEN ENCLOSURE:	5'
15. ACCESS STANDARDS

22' WIDE PAVEMENT WITH 2' MIAMI CURB AND GUTTER, ACCESS TO SITE WILL BE VIA DETOUR ROAD, WATER TANK ROAD, LAKE HATCHINEHA ROAD, KOKOMO ROAD, CHURCH STREET AND S.R. 17.
16. "NO PARKING ON STREETS" SIGNS WILL BE POSTED AT PROJECT ENTRANCES.
17. MINIMUM GARAGE SIZE 400 SF TO BE PROVIDED FOR 2 CAR GARAGE WITH MINIMUM 16' WIDE DRIVEWAY.
18. UTILITIES

POTABLE WATER AND SEWER SERVICES WILL BE PROVIDED BY THE TOWN OF LAKE HAMILTON. ELECTRIC POWER, TELEPHONE AND CABLE WILL BE PROVIDED VIA EXISTING SYSTEMS
19. WATER AND SEWER INFRASTRUCTURE WILL BE DEDICATED TO THE TOWN OF LAKE HAMILTON FOR OWNERSHIP AND MAINTENANCE. A 80' PUBLIC UTILITY EASEMENT WILL BE PROVIDED OVER THE RIGHT OF WAY EXTENDING BEYOND THE RIGHT OF WAY 15' ON BOTH SIDES.
20. REQUIRED OPEN SPACE: 5%  
RECREATION/OPEN SPACE PROVIDED: 19.3 ACRES = 8.0%
21. REQUIRED RECREATION: 14.4 AC.  
PROVIDED RECREATION: 14.9 AC.
21. NO CONSTRUCTION ACTIVITY IS ALLOWED BEFORE 7AM OR AFTER 9PM.

### **LAND USE DATA:**

TOTAL ACREAGE: 242.3 ACRES  
 EXISTING AND PROPOSED LAND USE: TOWN AG & R5  
 EXISTING ZONING: TOWN AG  
 PROPOSED ZONING: PUD  
 WETLAND ACREAGE: 0  
 UPLAND ACREAGE: 242.3  
 DEVELOPABLE AREA ACREAGE: 242.3  
 MAX. DENSITY: 5.0 DWELLING UNITS/ ACRE.  
 PROVIDED DENSITY: 4.96 DWELLING UNITS/ ACRE.  
 PARK ACREAGE: 6.1  
 AMENITY ACREAGE: 8.8  
 PROPOSED LOT SIZES: 40'x110' AND 50'x110'  
 TOTAL NUMBER OF LOTS PROPOSED: 1,201

## ORDINANCE O-21-17

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING CHAPTER 16, LAND DEVELOPMENT CODE; AMENDING ARTICLE III, LAND USE, SECTION 16-103.1, ZONING DISTRICT SUMMARY TABLE, AND SECTION 16-109, C-2 LIMITED COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167(c), Florida Statutes, empowers the Town to adopt land development regulations to guide the growth and development of the Town, and to amend such regulations from time to time; and

**WHEREAS**, the Town Council of the Town of Lake Hamilton has determined it necessary and desirable to revise and amend the regulations encompassed by the Land Development Code of the Town; and

**WHEREAS**, pursuant to Section 166.041(c) 2, Florida Statutes, the Town Council has held two Public Hearings to amend the Land Development Code of the Town of Lake Hamilton: and

**WHEREAS**, the Public Hearings were advertised and held with due public notice to obtain public comment; and having considered all written and oral comments received during the public hearings, the Town Council finds that the changes are necessary and appropriate to the needs of the Town.

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

### **Section 1.**

Sec. 16-109. - C-2 ~~Limited~~ Neighborhood Commercial District.

- (a) *Scope, purpose and permitted uses.* This section applies to the C-2 ~~limited~~ neighborhood commercial district. The purpose of the C-2 district is to provide areas for development of land for all legal retail product sales and services normally located in a central business area. It is intended to include all uses expressly permitted, and those implied which are conducive to commercial center development, primarily to meet the local neighborhood shopping and personal service needs of the surrounding residential area, typically within a one half (½) mile radius, and to include multi-family residential in a mixed use with neighborhood commercial uses, but to exclude the normal industrial, warehousing, storage and such uses which do not blend with and add to the business activities of retailing of goods and services. Permitted principal uses are as provided in Table 16-103.1(A), table of land uses. Additional uses and standards are enumerated below.
  - (1) Grocery stores with each store limited to twenty thousand (22,000) square feet of total floor area. Up to ten percent of additional square footage may be approved by the Town Council during the site plan approval process.

- (2) Retail/commercial stores for sale of merchandise, directly to the ultimate consumer only, with each use limited to ten thousand (10,000) square feet of total floor area per establishment, and limited to the following: Hardware, bakery, dairy, meat market, bookstore, newsstand, florist, gift/card shop, sundries, tobacco products, furniture, antique stores, clothes and shoes, jewelry, arts and crafts, pet stores, and picture framing shop.
- (3) Personal and business services with each use limited to twenty-five hundred (2,500) square feet of total floor area per establishment and limited to the following: travel agency, barbershop, beauty shop, shoe repair, postal facilities, consumer electronics repair and small appliance repair, tailoring and alterations, laundromat open not earlier than 7:00 a.m. and not later than 11:00 p.m., dry cleaning establishment for direct service to customers and with no on-site cleaning facilities, restaurants, and dog groomers.
- (4) Mixed neighborhood commercial uses with residential at a density of up to 9.99 dwelling units per acre, located primarily on the upper floors of two- and three-story structures with ground floor neighborhood commercial stores and businesses.
- (5) Pack and Ship/Print shop limited to twenty-five hundred (2,500) square feet of gross area per establishment.
- (6) Offices such as the following, limited to twenty thousand (20,000) square feet per establishment: professional, business offices, medical or dental offices or clinics.:
- (7) Banks and financial institutions, including drive-through facilities, limited to twenty thousand (20,000) square feet per establishment.
- (8) Indoor commercial recreation uses limited to martial arts, dance studios, and gyms. There shall be a maximum of twenty-five hundred (2,500) square feet of total floor area per establishment and no more than one per commercial center.
- (8) Nursery school or child center subject to the following standards:
  - (a) Building shall be located at least twenty-five (25) feet from any R zoned lands and provide an adequate buffer of either a solid masonry wall or five-foot wide compact evergreen hedge not less than five (5) feet in height.
  - (b) At least one completely fenced and secure play lot shall be established, maintained, and used for children at play. The fence shall be not less than five (5) feet in height.
  - (c) Play lots located closer than twenty-five (25) feet to the lot line shall be screened by an opaque fence or wall or compact evergreen hedge not less than five (5) feet in height.
- (b) *Accessory uses permitted.* Any use normally considered to be clearly incidental and secondary to the permitted use.
- (c) *Special exception uses.* The board of zoning adjustment may permit as a special exception use after a public hearing:

- (1) Any use which the building inspector determines and states in writing to be questionable as to whether or not it is permitted.
- (2) Any church or church uses.
- (d) *Prohibited uses.*
  - (1) Any use not specifically permitted
  - (2) Any use which is primarily for storage or warehousing of goods or products for delivery to retailers.
  - (2 3) Any warehousing operation, either within a building or in open yards where the product stored is stored for a fee for others, or for delivery to retailers.
  - (3 4) All manufacturing, assembly or fabrication of parts. This includes commercial printing, except small offset or duplication operation employing not more than four persons; it includes all enterprises designated as manufacturing by a Standard Industrial Classification (SIC) code number assigned by the U.S. Commerce Department.
  - (45) New single-family detached residential use.
  - (56) Adult entertainment establishments; also see section 18-1.
  - (67) Adult retail establishments (books, movies, etc.)
  - (78) Hazardous waste treatment, transfer, storage, etc.
  - (89) Landfill, scrap, junk, salvage yard, etc.
  - (910) Manufacture and/or storage of explosive and volatile materials
  - (11) Sales, display, or storage of used merchandise other than antiques.
  - (12) Sale and dispensing of automobile fuel.
  - (13) Medical marijuana dispensing facilities.
- (e) *Yard and building requirements and height limitations.* See chart A-1 in section 16-103.
- (f) *Limitations of uses and structures.*
  - (1) Except for automobile parking lots and play areas of day nurseries of public and private schools all activities of permitted uses, including sale, display, preparation, and storage, shall be conducted entirely within a completely enclosed building.
  - (2) Overhead doors or other openings larger than eight (8) feet in width shall not be located on the front or immediate street side elevations of buildings. If oriented toward contiguous residentially zoned land said opening shall be screened with an appropriate buffer.
- (g) *Drive-through standards*

Drive-through facility or use with drive-through service shall comply with the development standards of the zoning district and the general development standards and this section



- (1) Restaurants and retail establishments, such as drug stores and pharmacies, shall provide not less than five stacking spaces at or behind the menu board.
- (2) Financial institutions shall provide not less than three stacking spaces at or behind the pneumatic tube for the drive-through.
- (3) Drive-through stacking lanes shall be delineated from other vehicular use areas by means of a landscaped divider median. Stacking lanes may include part of the drive aisles in a parking area.
- (4) Drive-through lanes that obstruct the pathway between parking areas and entries into the building shall be designed with a pedestrian crossing that is delineated by landscaping, curbing, raised or decorative pavement, and signage.
- (5) Where a drive-through lane intersects a public or private sidewalk, the sidewalk pavement shall be continued through the driveway to clearly delineate the pedestrian network. The maximum width of a driveway shall be 24 feet at the intersection of a public sidewalk.
- (6) Hours of operation - When the drive-through facility abuts a residential use or neighborhood zoning district, drive-through services shall be prohibited between the hours of 12:00 a.m. and 6:00 a.m. weekdays and between 1:00 a.m. and 6:00 a.m. on Saturday and Sunday.
- (7) Location - Drive-through facilities shall be located to take advantage of the first available alternative in the following prioritized list:
  - (i). Interior side or rear yard when the either yard abuts a nonresidential use;
  - (ii) Street side yard when the interior side and rear yard abut an existing residential use or a neighborhood zoning district, or when abutting a nonresidential use, the interior side and rear yard are impractical due to the lot's physical constraints or concerns regarding vehicle and pedestrian safety.
- (8) Lighting shall be shielded to prevent spillover into adjacent or abutting residential uses.

(h) Parking and vehicular access

Applicants for new developments or significant redevelopment of site(s) may examine the feasibility of using shared parking arrangements. The Town Council may approve a shared parking plan for a mixed use or strip center development project.

- (1) Shared parking arrangements may be considered when the number of parking spaces requested by the developer/applicant is more than 10 percent higher or more than 10 spaces higher than the minimum number of parking spaces required by Section 16-72, for a site or use, whichever is greater.
- (2) The minimum number of parking spaces for a mixed-use or strip center development or where shared parking strategies are proposed shall be determined by a study prepared by the applicant following the procedures of the Urban Land Institute Shared Parking Report,

ITE Shared Parking Guidelines, or other approved procedures. A formal parking study may be waived for small developments where there is established experience with the land use mix and its impact is expected to be minimal.

(3) To minimize the number of driveway access points accessible to the highway, shared vehicular access between adjacent and abutting properties must be provided where feasible.

(i) *Landscaping.*

Landscape plans shall comply with Section 16-335 of the Land Development Code.

(j) *Blank Walls*

To create visual interest for pedestrians, safety, and more compelling commercial spaces to encourage business, windows are required at the street level in neighborhood commercial zones, Blank walls, walls without items such as windows or doors or other similar features, cannot exceed 20 feet in width.

(Land Development Code 1995, § 2.02.07; Ord. No. 2014-03, § 1, 7-1-2014)

**Section 2.** All existing ordinances of the Town of Lake Hamilton in conflict with this Ordinance are repealed to the extent necessary to give this ordinance full force and effect.

**Section 3.** If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining portions, provisions, and regulations of this ordinance shall remain in full force and effect.

**Section 4.** This Ordinance shall take effect immediately upon its passage and approval as a non-emergency ordinance at two regular meetings of the Town Council.

**INTRODUCED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**TOWN OF LAKE HAMILTON, FLORIDA**

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

ATTEST:

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O’Neill	_____	_____
Kehoe	_____	_____



# 075

TELEPHONE (863) 439-1910

FAX (863) 439-1421

POST OFFICE BOX 126

LAKE HAMILTON, FL 33851

## *Town of Lake Hamilton*

### MEMORANDUM

September 2, 2021

To: Town Council

From: Doug Leonard, Community Development Director

Subj: Scenic Terrace South PUD Modifications

1. I am informed by Rennie Heath for the developer and Heather Wertz, Absolute Engineering that their environmental consultant for the project has found an unacceptable level of arsenic in the soil in one part of the project. Elevated levels of arsenic in soils occurs as the result of agriculture cultivation, in former waste sites, and/or from pesticide application. The deal with arsenic is that at some threshold, builders do not build on that land.
  - a. The impact is the loss of twenty-two (22) planned lots of which nineteen (19) are 40-foot-wide lots and three (3) are fifties. They can reconfigure the layout so that the net loss is twelve (12) lots. The proposal is to reduce 50-foot lots to create twelve new 40-foot lots.
  - b. Ordinance O-21-11 approved the PUD on June 1, 2021, specifying the following condition:

“Lots - The minimum lot width allowed shall be no less than forty feet (40') wide. The maximum number of forty-foot-wide lots in the PUD shall be not more than (30%). All other lots shall not be less than fifty feet (50') wide.”
2. The total number of lots in the PUD is 744. The engineer proposes to reduce the number of 50-foot lots by 62 to 458 and increase the 40-foot lots by 62 to a total of 286, a change of 8.33%. The change results in the percentage of 50-foot lots declining to 61.6% and 40-foot lots increasing to 38.44%.
3. A second modification of the PUD Ordinance concerns the following condition:

“Wastewater – Lake Hamilton is developing plans for a wastewater treatment facility. The developer has made a formal request for wastewater service. The

## MEMORANDUM

Scenic Terrace South PUD Modifications

Page2

- developer will be required to provide financial investment in the Town's wastewater system capacity to serve this development. The developer has been presented with a proposed Agreement to assist in funding the initial design phase of a new Wastewater Treatment Facility (WWTF)."
4. Staff is reviewing construction plans the Scenic Terrace South Subdivision. The developer (Atlanticblue Capital, LLC) proposes to construct a wastewater force main along Hughes Road to Detour Road and then north to a connection to Haines City's system at Bannon Island Road for treatment of the subdivision's wastewater. The force main was originally designed as a 6-inch line as part of our SRF "septic to sewer" project. The developer proposes to increase ("up-size") the main and intends to move ahead on a timeline ahead of what we can meet.
    - a. As a result of this proposal, the Town will need to revise the scope of the SRF project and tie-in to the developer's main at Scenic Highway and Hughes Road, thereby reducing our project by approximately 8,000 feet and several lift stations.
    - b. Staff continues to negotiate the Interlocal Agreement for the SRF project with Haines City and met with James Keene, Public Services Director Thursday, August 26, 2021. Our goal has been to serve the center of the Town and the Marye Jayne Heights with sewer. The proposed change does not affect our ability to achieve that goal.
  5. Based on the utility plans submitted the wastewater flow from Scenic Terrace South will be directed to Haines City. In discussions with Haines City, they will require impact fees for the connections to be sent to them for the use of the wastewater capacity. Therefore, the developer requests that we waive this condition.

**Action Requested:** Mr. Heath requests that the Town Council amend the Ordinance to take into account the two issues described in this memo:

1. Lots sizes and change in percentages.
2. Set aside the requirement for w wastewater capacity reservations agreement.

**ORDINANCE O-21-18**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, SAID AMENDMENT BEING KNOWN AS AMENDMENT 21S03, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL TO RESIDENTIAL LANDS – 5 FOR A 9.93 ACRE PARCEL OF LAND LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DETOUR ROAD AND WHITE CLAY PIT ROAD; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

**WHEREAS**, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-21-18**, the amendment to the Comprehensive Plan and made a part hereof; and the meetings were advertised and held with due public notice to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town;

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

**SECTION 1. RECITALS.** The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

**SECTION 2. AMENDMENT TO THE COMPREHENSIVE PLAN.** The **Town of Lake Hamilton Comprehensive Plan**, Future Land Use Map is hereby amended as set forth in Exhibit "A".

**SECTION 3. SEVERABILITY.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**SECTION 4. COPY OF ORDINANCE ON FILE.** A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

**SECTION 5. CONFLICTS WITH OTHER ORDINANCES.** That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

**INTRODUCED on first reading this 7<sup>th</sup> day of September, 2021.**

**PASSED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2021.**

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

\_\_\_\_\_  
BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
JEFFREY S. DAWSON, TOWN ATTORNEY



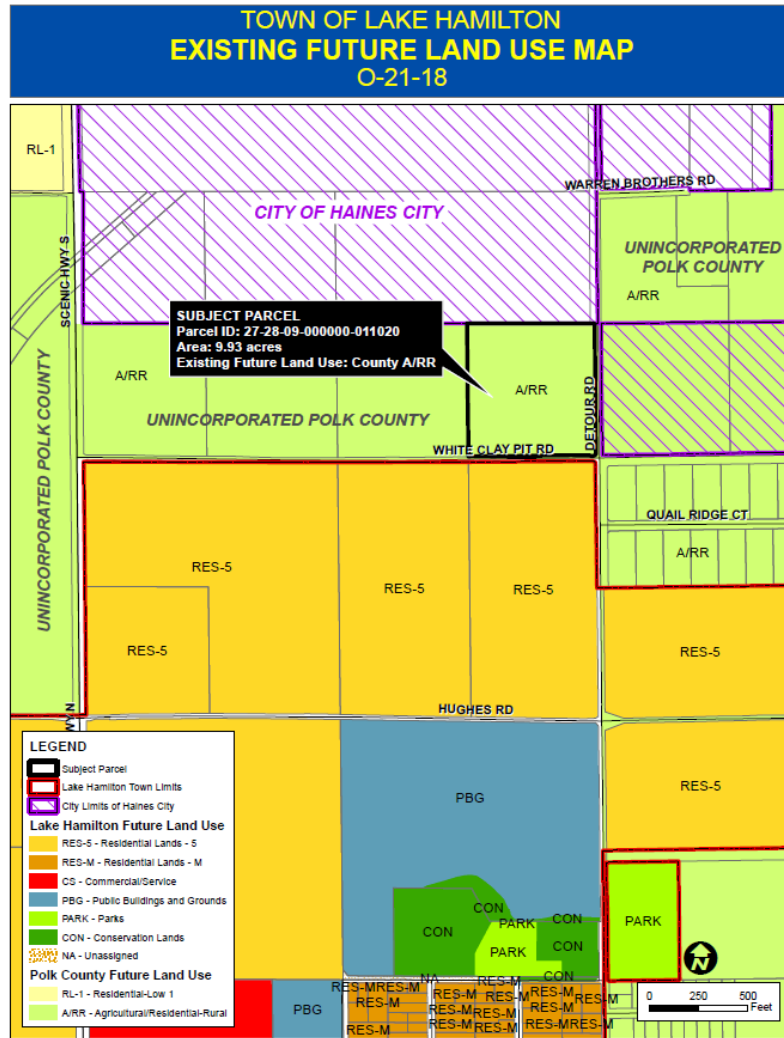
Record of Vote	Yes	No
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____

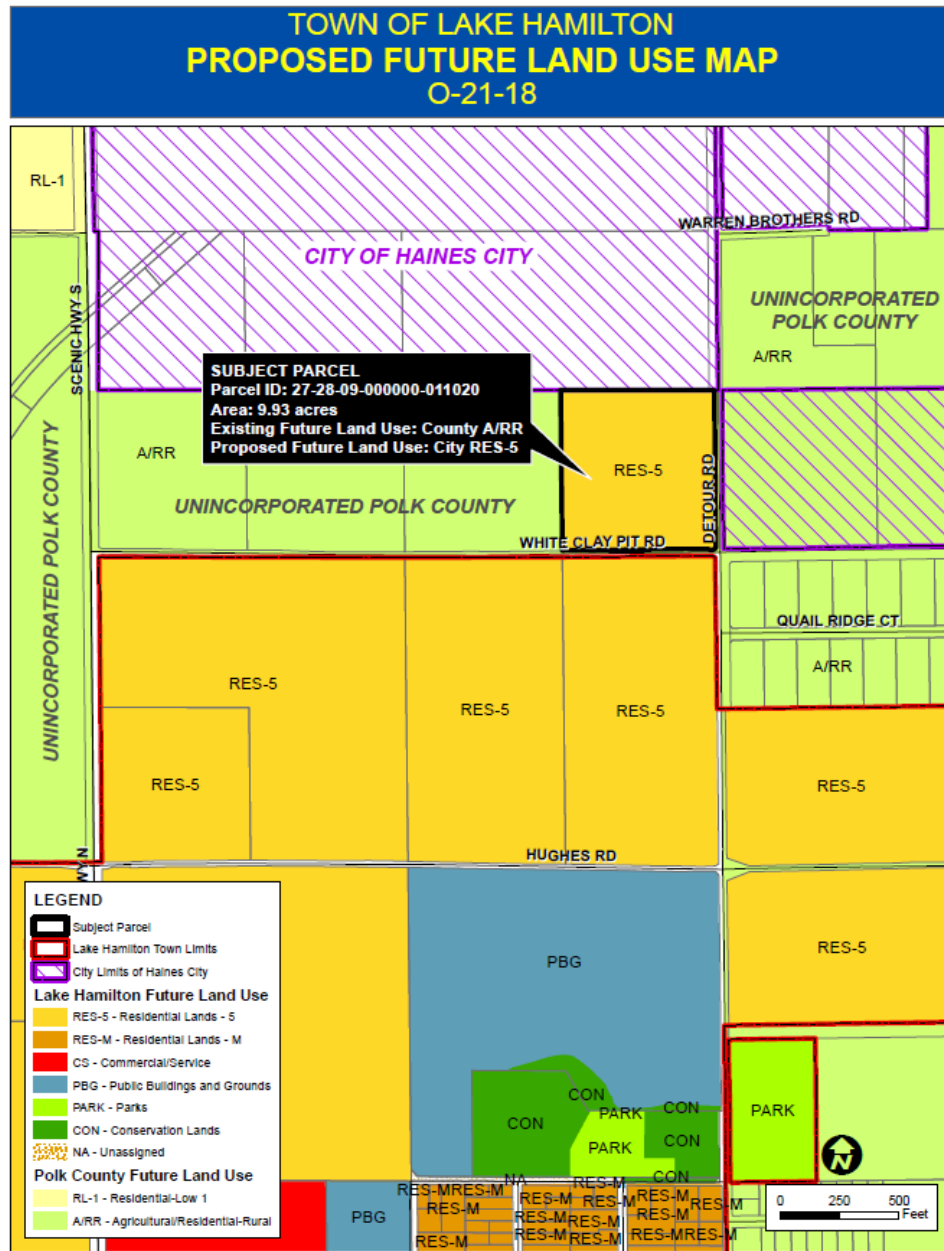
## EXHIBIT "A"

**Legal Descriptions:** The SE ¼ of the NE ¼ of the NE ¼ of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

**Parcel No. 27-28-09-000000-011020**

## Future Land Use Map Amendment:





**ORDINANCE NO. O-21-19**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA ESTABLISHING THE SCENIC TERRACE SOUTH COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Atlanticblue Capital, LLC, a Florida limited liability company (“Petitioner”) has filed a Petition to Establish the Scenic Terrace South Community Development District (the “Petition”) with the Town Council of the Town of Lake Hamilton (the “Town Council”) pursuant to Section 190.005(2)(a), *Florida Statutes*, to adopt an ordinance establishing the Scenic Terrace South Community Development District (the “District”) pursuant to Chapter 190, *Florida Statutes* (2020); and

**WHEREAS**, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida, whose address is 212 East Stuart Avenue, Lake Wales, Florida 33853; and

**WHEREAS**, the owners of one hundred percent (100%) of the real property to be included in the District have consented to the establishment of the District; and

**WHEREAS**, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the Town Council on October 5, 2021, pursuant to Section 190.005(2)(b), *Florida Statutes*; and

**WHEREAS**, upon consideration of the record established at that duly noticed hearing, the Town Council has considered the record of the public hearing and the statutory factors set forth in section 190.005(2)(c), *Florida Statutes*, in making its determination to grant or deny the Petition; and

**WHEREAS**, the Town Council, pursuant to the information contained within the Petition and based on an investigation conducted by staff and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

- (1) The statements within the Petition are true and correct; and
- (2) The Petition is complete in that it meets the requirements of Section 190.005(2)(a), *Florida Statutes* (2021); and
- (3) The appropriate Town of Lake Hamilton staff have reviewed the Petition for establishment of the District on the proposed land and have advised the Town Council that said Petition is complete and sufficient; and
- (4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the state comprehensive plan or the Town Comprehensive Plan; and

- (5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and
- (6) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and
- (7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and
- (8) The area that will be served by the District is amenable to separate special-district government; and

**WHEREAS**, pursuant to the information stated above, the Town Council has decided to grant the Petition to establish the Scenic Terrace South Community Development District; and

**WHEREAS**, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

**WHEREAS**, the establishment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

**WHEREAS**, upon the effective date of this establishing Ordinance, the Scenic Terrace South Community Development District, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law.

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

**SECTION 1. TITLE.** This Ordinance shall be known and may be cited as the “Scenic Terrace South Community Development District Establishment Ordinance.”

**SECTION 2. BOARD FINDINGS.** The Board findings set forth in the recitals to this Ordinance are hereby incorporated in this Ordinance.

**SECTION 3. AUTHORITY.** This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*.

**SECTION 4. CREATION OF DISTRICT; DISTRICT NAME.** The Petition filed to create the Scenic Terrace South Community Development District is hereby granted and there is hereby created a community development district, which is situated within the Town of Lake Hamilton, Florida, which District shall be known as the “Scenic Terrace South Community Development District.”

**SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference, the overall boundaries encompassing 196.63 acres, more or less. There are no parcels within the external boundaries of the District that are to be excluded from the District.

**SECTION 6. FUNCTIONS AND POWERS.** The District is limited to the performance of those powers and functions as described in Chapter 190, *Florida Statutes*. The District is also authorized to exercise additional powers to finance, fund, plan, establish, acquire, construct,

reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and educational uses as authorized and described in Section 190.012(2)(a), *Florida Statutes*; and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Town of Lake Hamilton ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general purpose government.

**SECTION 7. BOARD OF SUPERVISORS.** The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Justin Frye, Pat Brewer-Hudson, Britton Alexander Grimes, Lauren O. Schwenk, and April Payeur. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

**SECTION 8. SEVERABILITY.** If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

**SECTION 9. EFFECTIVE DATE.** This Ordinance shall be effective immediately upon adoption.

**INTRODUCED AND PASSED on first reading at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 7<sup>th</sup> day of September 2021.**

**PASSED AND ADOPTED on second reading at the regular meeting of the Town Council of Lake Hamilton, Florida, held this \_\_\_ day of October 2021.**

TOWN OF LAKE HAMILTON, FLORIDA

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MICHAEL KEHOE, MAYOR

ATTEST:

---

BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

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JEFFREY S. DAWSON, TOWN ATTORNEY

Record of Vote	Yes	No
Roberson	_____	_____
Tomlinson	_____	_____
O’Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Legal Description**

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 9 AND 10, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 9, THENCE RUN SOUTH 00°36'52" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1371.46 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°23'08" EAST FOR A DISTANCE OF 37.81 FEET TO THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTH RIGHT OF WAY LINE OF WHITE CLAY PIT ROAD, AS RECORDED IN MAP BOOK 2, PAGES 146 THROUGH 156, PUBLIC RECORDS OF POLK COUNTY FLORIDA: NORTH 69°21'25" EAST, 47.30 FEET; SOUTH 89°17'17" EAST, 1240.44 FEET; NORTH 89°45'07" EAST, 1310.06 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DETOUR ROAD, AS RECORDED IN MAP BOOK 1, PAGES 14 THROUGH 17, AFORESAID PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE RUN SOUTH 00°40'51" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 641.71 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 10; THENCE RUN NORTH 89°18'18" EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE SOUTH LINE OF QUAIL RIDGE POINTE, AS RECORDED IN PLAT BOOK 107, PAGE 44, SAID PUBLIC RECORDS FOR A DISTANCE OF 1336.30 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE SOUTHEAST CORNER OF SAID QUAIL RIDGE POINTE; THENCE RUN SOUTH 00°31'31" EAST ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 692.63 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HUGHES ROAD, RECORDED IN MAP BOOK 9, PAGES 12 THROUGH 30, SAID PUBLIC RECORDS; THENCE RUN NORTH 87°44'17" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 400.19 FEET TO A POINT ON THE EAST LINE OF THE WEST 400 FEET OF THE NORTH 990 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, AS RECORDED IN OFFICIAL RECORDS BOOK 10582, PAGE 184, SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°30'19" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 975.04 FEET TO THE SOUTHEAST CORNER OF SAID WEST 400 FEET OF THE NORTH 990 FEET; THENCE RUN SOUTH 89°13'41" WEST ALONG THE SOUTH LINE OF SAID WEST 400 FEET OF THE NORTH 990 FEET FOR A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 400 FEET OF THE NORTH 990 FEET ALSO BEING A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 00°30'19" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 330.07 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE RUN SOUTH 89°13'27" WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 1299.58 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFORESAID DETOUR ROAD; THENCE RUN NORTH 00°57'39" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 645.08 FEET TO A POINT ON THE SOUTH RIGHT OF WAY



LINE OF AFORESAID HUGHES ROAD; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE: SOUTH 89°17'27" WEST, 54.09 FEET; NORTH 88°08'19" WEST, 78.74 FEET; SOUTH 89°27'54" WEST, 100.02 FEET; NORTH 88°48'59" WEST, 300.01 FEET; NORTH 89°57'44" WEST, 100.00 FEET; NORTH 88°48'59" WEST, 100.00 FEET; NORTH 89°23'21" WEST, 300.00 FEET; NORTH 88°48'59" WEST, 200.01 FEET; NORTH 88°51'54" WEST, 109.31 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 9; THENCE RUN SOUTH 00°34'36" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 1318.27 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH 89°44'40" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 1351.96 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 17 AS SHOWN ON FDOT RIGHT OF WAY MAP SECTION NO. 5029-RD (8), AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 00°33'34" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 658.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 89°39'18" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 589.98 FEET TO A POINT ON THE EAST LINE OF THE DUKE ENERGY PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 2209, PAGE 0597, SAID PUBLIC RECORDS; THENCE RUN NORTH 03°05'06" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1963.50 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF HUGHES ROAD; THENCE DEPARTING SAID EAST LINE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE: SOUTH 89°30'32" EAST, 49.40 FEET; NORTH 00°39'47" EAST, 6.80 FEET; SOUTH 89°44'17" EAST, 100.00 FEET; SOUTH 89°30'32" EAST, 100.00 FEET; SOUTH 89°37'24" EAST, 100.00 FEET; SOUTH 89°03'02" EAST, 100.00 FEET; SOUTH 89°54'36" EAST, 100.00 FEET; SOUTH 86°11'47" EAST, 110.29 FEET; SOUTH 87°23'20" EAST, 83.13 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFORESAID STATE ROAD 17; THENCE RUN NORTH 00°33'34" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1314.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 196.63 ACRES, MORE OR LESS

## TOWN ADMINISTRATOR AGREEMENT

(Hereinafter "Agreement"), made and entered into this, 2021 by and between Town of Lake Hamilton, a Florida municipal corporation, (hereinafter "Employer") as party of the first part, and Sara Irvine, (hereinafter "Employee") as party of the second part, as follows:

Deleted: 4th day of September

**WHEREAS, Employee has been employed as the Town Administrator since February 2015;**  
**and**

**WHEREAS**, Employer desires to continue to employ the services of Employee as Town Administrator, as provided by the Charter of the Town of Lake Hamilton, Florida;  
 and

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**WHEREAS**, it is the desire of the Governing Board of Employer, hereinafter called "Council" to provide certain benefits, to amend and establish certain conditions of employment and to set working conditions of Employee as Town Administrator;  
 and

**WHEREAS**, it is the desire of Council to: (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) deter against malfeasance or dishonesty for personal gain on the part of Employee; and (4) provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties or when Employer may otherwise desire to terminate Employee; and

**WHEREAS**, Employee desires to continue employment as Town Administrator of Employer;

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

### SECTION 1 EMPLOYMENT RELATIONSHIP

#### 1.1 Town Administrator.

Employee shall serve the function as the Town Administrator of Employer and shall be the chief administrative officer of Employer.

Deleted: of both

#### 1.2 Duties and Responsibilities as Town Administrator

Employee, as Town Administrator, shall be responsible to Council for the administration of all Employer's affairs placed in Employee's charge by or under Employer's Charter. As set forth in the Charter these responsibilities are as follows:

(a) The Town Administrator when necessary shall appoint, suspend, demote, or dismiss any Town employee under his/her jurisdiction in accordance with law and applicable personnel rules, and may authorize any Department Head to exercise these powers with respect to subordinates in that department.

Deleted: 2018

Town Administrator employment agreement 2021

(b) The Town Administrator shall direct and supervise the administration of all departments of the Town and shall attend all Council meetings unless excused by Council and shall have the right to take part in discussions and make recommendations to the Council, but not vote.

(c) The Town Administrator shall see that all laws, Charter provisions, ordinances, resolutions, and other acts of the Council subject to enforcement by him/her are faithfully executed.

(d) The Town Administrator shall prepare and submit the annual budget, budget message, and capital program to the Council, and shall keep the Council fully advised as to the financial condition and future needs of the Town, and shall make such recommendations to the Council concerning the affairs of the Town as the Administrator deems desirable.

(e) The Town Administrator shall designate a qualified Town employee to exercise the powers and perform the duties of Town Administrator during any temporary absence or disability of the Town Administrator. The Council may revoke such designation at any time and appoint another eligible person, other than a currently sitting Councilperson, to serve as Acting Town Administrator.

**Deleted:** /Clerk

#### 1.4 Employment Relationship.

Employee is employed as the full-time Town Administrator, a salaried Employee of Employer. Employee shall not accept employment, on a full-time or part-time basis, with any other person, firm, agency or entity while Employee is gainfully employed with Employer. Notwithstanding the above, Employee shall be permitted to occasionally volunteer, serve on committees, teach, write or consult for other persons, firms, agencies or entities provided said activity does not: 1) involve specific parties or activities of Employer which could potentially result in a conflict of interest; and 2) interfere with Employee's ability to perform and fulfill Employee's responsibilities and obligations to Employer.

Nothing contained herein shall prevent, limit or otherwise conflict or interfere with Employee's right to resign from employment with Employer. However, Employee shall provide notice as set forth at paragraph 5.4. As well, nothing contained herein shall prevent, limit or otherwise conflict or interfere with Employer's right to terminate Employee's employment with Employer, consistent with the terms and conditions of Employer's Charter and other applicable law, rule or regulation.

Employer, through its council, in consultation with Employee, shall be permitted to determine any other terms and conditions of Employment, as Employer may deem reasonable provided such terms and conditions are consistent with the provisions of this agreement, Employer's Charter, Ordinances, Resolutions and Policies and any other applicable law, rule or regulation.

**Deleted:** (f) The Town Administrator shall give notice of all Town meetings to the Councilpersons and the public as required by law and shall attend all such meetings in person or by designee and shall keep minutes of the proceedings. ¶

¶ (g) The Town Administrator shall authenticate by signature and be the custodian of the Charter, all ordinances, resolutions, and shall perform other such duties as required by law or by the Town Council. ¶

¶ (h) The Town Administrator shall be the supervisor of elections for the Town. ¶

**Deleted:** hereby hired

**Deleted:** a

**Deleted:** as  
Employer's Town Administrator

**Deleted:** Employer and Employee agree to this employment relationship for three (3) years from the date of agreement approval.

**Deleted:** after the third (3<sup>rd</sup>) year of this agreement

**Commented [S11]:** This is almost the same as section 10

## SECTION 2 SALARY

2.1 Beginning October 1, 2021, Employer shall pay Employee for Employee's services rendered pursuant hereto, a base salary of \$77,355, subject to tax withholding, FICA and other deductions required by law or authorized by employee and agreed to by Employer, payable in periodic installments at intervals as other employees of Employer are paid.

**Deleted:** 66,809

**Deleted:** me

**Deleted:** 2018

Town Administrator employment agreement 2021

2.2 Employee shall receive a cost of living increase based on the CPI annually beginning October 1, 2022 throughout the term of employment. The Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted; standard reference base shall be used. Such cost of living increase shall be capped at 2.5% on any given year.

Deleted: 2019

Deleted: this agreement

2.3 In addition to 2.2 above, Council shall consider an annual merit pay adjustment to Employee's salary during the budget adoption process, as outlined in Chapter 3 of the Lake Hamilton Personnel Policies and Procedures, as amended from time to time. If, beginning October 1, 2022 and during the course of this Agreement, Employee's wages are reduced or a merit increase is not granted, employee may treat such action as a termination of this Agreement by Employer. Per Chapter 3, merit pay adjustments are limited to 2.5%.

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### SECTION 3 AUTOMOBILE ALLOWANCE AND BUSINESS EXPENSES

3.1 Employee should use the town vehicle when available. However, in cases when town vehicle is not available, feasible to use, or employee wishes to use personal vehicle, Employer shall reimburse Employee for travel based on actual mileage in a manner consistent with law and at a rate authorized by IRS annual mileage rates, Mileage must be submitted quarterly for reimbursement. Mileage reimbursement shall not be reported on Employee's W-2 and shall not be subject to withholding.

Commented [SI2]: Other manager contracts have town vehicle to use but are still given a car allowance.

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3.2 Employee shall be reimbursed for business expenses incurred on town business. Employer shall provide Employee with the necessary Electronic equipment, to perform the duties of Town Administrator in the office or remotely, i.e. computer, internet, mobile hotspot and cell phone.

### SECTION 4 VACATION AND SICK TIME

4.1 Employee shall receive Vacation Leave Annually on October 1<sup>st</sup> until such time that this agreement is modified. Amount of vacation leave shall be as outlined in the personal policies for such leave. In addition to the previous, employee shall annually receive 40 hours of Administrative leave.

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Commented [SI3]: This is taken from Lake Alfred manager contract. Dundee and Haines City have similar. Eagle Lake hired theirs and treated him as a 5 year employee for benefits.

4.2 In the event Employee's employment is terminated voluntarily per this agreement and Town of Lake Hamilton's Personnel Policy, Employee shall be compensated for all accrued vacation, administrative leave and sick leave to date in accordance with the Town of Lake Hamilton Personnel Policies.

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### SECTION 5 SEVERANCE BENEFITS

Town Administrator employment agreement 2021

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5.1 If employment is terminated by a vote of the Council pursuant to the Town's Charter, Employee shall receive Severance Pay, as that term is defined in §215.425(4)(d) of the Florida Statutes. One (1) month's severance pay for each year of service, effective the date employee was first employed by the town, not to exceed twenty (20) weeks' severance pay, pursuant to F.S. 215.425(4)(a)(1). Employee shall be compensated for accrued sick and vacation leave in accordance with the Town Personnel policies and applicable Florida Law.

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5.2 In the event Employee voluntarily terminates employment with the Town or is terminated for misconduct as defined in Section 443.036(29) of the Florida Statutes or because of charges and/or arrest for any illegal act which shall reflect adversely upon the Town, then in those events the Town shall have no obligation to pay that portion of the severance sum that represents compensation as defined in Section 215.425(4)(d) of the Florida Statutes unless and until such time as the Employee is found not guilty of any charges by a court of competent jurisdiction or any charges are completely dismissed for reason of innocence or insufficient evidence of guilt to warrant continuation of prosecution and/or as may be further provided for under applicable Florida law.

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5.3 Except as otherwise provided in Subparagraph 5.1 and/or 5.2 above, severance shall be paid to Employee in a lump sum when employment is terminated by a vote pursuant to the Town's Charter.

5.4 Employee shall give at least a 30 day notice of any intention to separate employment with the Town, in accordance with any restrictions laid out in this agreement.

5.5 Employer shall be permitted to deduct from Severance Pay any monies due from Employee, including but not limited to monies which may be due pursuant to Sections 7 and 8 hereof.

## SECTION 6 OTHER BENEFITS, RIGHTS, AND OBLIGATIONS OF THE PARTIES

Employer currently has in existence a comprehensive Personnel Policy which sets forth the details of the Employer/Employee relationship. As such, except as otherwise provided herein, Employee shall be entitled to the benefits set forth in the Personnel Policy in accordance with the terms and conditions set forth therein. Correspondingly, where applicable, Employee shall comply with the terms and conditions of the Personnel Policy. For purposes of this Agreement and the application of the Personnel Policy referenced hereinabove, Council shall be considered Employee's supervisor. Notwithstanding the above and the Personnel Policy, Employee shall not be entitled to compensatory time a/k/a "comp time", and shall be entitled to a salary only.

## SECTION 7 DUES AND SUBSCRIPTIONS

The Employer agrees to pay the reasonable professional dues and subscriptions of Employee for continuation and full participation in national, regional, state and local associations or organizations which Employer and Employee agree are necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the Employer. Such dues and subscriptions may include but are not limited to International City/County Management Association, Florida City and

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Town Administrator employment agreement 2021



County Management Association, Florida Government Finance Officers Association, Polk County/City Manager's Association, Florida Association of City Clerks and Polk County Clerk's Association.

## SECTION 8 PROFESSIONAL DEVELOPMENT

8.1 Employer agrees to pay the reasonable travel, registration and subsistence expenses of Employee for travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue appropriate functions for Employer. At Employer's discretion this may include the Annual Conference to the International City Manager Association, the Florida League of Cities, ~~Florida City/County Managers Association, Government Finance Officers Association, and~~ Florida Government Finance Officers Association and such other national, regional, state and local governmental groups and committees thereof on which Employee serves as a member. Employee shall seek approval from Council prior to incurring any such expenditure through the annual budget process. Notwithstanding the above, in the event Employee submits a letter of resignation or resigns within three (3) months after the professional development event, Employee shall reimburse Employer the prorate portion of amount paid by Employer for said professional development event, including but not limited to registration fees, mileage, meals, and hotel expenses.

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8.2 Employer agrees to pay for the reasonable travel, registration and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for Employee's professional development and for the good of Employer. Employee shall seek prior approval from Council prior to any such expenditure through the annual budget process. Notwithstanding the above, in the event Employee submits a letter of resignation or resigns within three (3) months after the professional development event, Employee shall reimburse Employer for the full amount paid by Employer for said professional development event, including but not limited to registration fees, mileage, meals, and hotel expenses.

## SECTION 9 INDEMNIFICATION BOND

9.1 To the extent permitted by law, without waiver of Employer's Sovereign immunities, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Administrator,

Deleted: /Clerk

9.2 Employer shall bear the full cost of any fidelity or other bonds required of Employee as a condition of employment or as required by law.

9.3 This provision constitutes a term agreed to between the parties hereto and shall not: 1) serve as an independent basis of liability to third parties; 2) serve as a provision which benefits third parties; 3) be relied upon by third parties; and 4) extend to persons or entities not parties to this Agreement.

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Town Administrator employment agreement 2021

9.4 Notwithstanding paragraph 9.1 above, Employer shall not be liable In tort for the acts or omissions of Employee committed while acting outside the course and scope of Employee's employment or committed in bad faith or with Malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nor shall the above stated indemnification extend to the vicarious liabilities of Employee or third parties as owner of any vehicle driven by Employee during the course and scope of Employee's employment.

## SECTION 10 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council and Employee may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of Charter or any other law.

## SECTION 11 GENERAL PROVISIONS

11.1 This Agreement, from the time it shall take effect, shall supersede any and all prior Agreements, whether claimed to be oral or in writing. The parties have incorporated in this Agreement their entire understanding. No oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

11.2 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, and executors of the Employee.

11.3 In the event any clause or portion of this Agreement shall be held invalid by any Court, it is understood and agreed that such invalid clause or portion of this Agreement shall have no effect upon the validity of other portions of this Agreement, and all of the other provisions of this Agreement shall be valid and enforceable.

11.4 In the event that it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by all parties hereto.

11.3 The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

11.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

11.6 Wherever possible the terms of the Personnel Policy, this Agreement and the Charter shall be read and interpreted as consistent with each other. In the event the terms of the Personnel Policy conflict with the terms of this Agreement, the terms of this Agreement shall control. In the event

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the terms of the Personnel Policy or this Agreement conflict with the terms of the Charter, the terms of the Charter shall control.

IN WITNESS WHEREOF, the Town of Lake Hamilton, Florida has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

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EMPLOYER, TOWN OF LAKE HAMILTON, FLORIDA

Michael Kehoe, Mayor

Deleted: Marlene M. Wagner

ATTEST:

Brittney Sandovalsoto, Town Clerk

Deleted: Margaret Freeman, Deputy

EMPLOYEE

Sara K. Irvine, Town Administrator

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Town Administrator employment agreement 2021



Town Clerk Contract September 2019

### TOWN CLERK EMPLOYMENT AGREEMENT

(Hereinafter "Agreement"), made and entered into this 1<sup>st</sup> day of October, ~~2021~~, by and between Town of Lake Hamilton, a Florida municipal corporation, (hereinafter "Employer") as party of the first part, and Brittney Sandovalsoto, (hereinafter "Employee") as party of the second part, as follows:

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WHEREAS, Employer desires to continue to employ the services of Employee as Town Clerk, as provided by the Charter of the Town of Lake Hamilton, Florida;  
and

WHEREAS, it is the desire of the Governing Board of Employer, hereinafter called "Council" to provide certain benefits, to establish certain conditions of employment and to set working conditions of Employee as Town Clerk;  
and

WHEREAS, it is the desire of Council to: (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) deter against malfeasance or dishonesty for personal gain on the part of Employee; and (4) provide a just means for terminating Employee's services at such time as Employee may be unable to fully discharge Employee's duties or when Employer may otherwise desire to terminate Employee;  
and

WHEREAS, Employee desires to continue employment as Town Clerk of Employer;

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

#### SECTION 1 EMPLOYMENT RELATIONSHIP

##### 1.1 Town Clerk.

Employee shall serve the function of the Town Clerk of Employer.

##### 1.2 Duties and Responsibilities as Town Clerk

Employee, as Town Clerk, shall perform the duties as set forth under Employer's Charter and as follows:

- (a) The Town Clerk shall give notice of Town Council meetings to the Council and the public, attend all meetings of the Town Council and keep the journal of all such proceedings.
- (b) The Town Clerk shall be the custodian of the seal of the Town, and of all records and papers of a general character pertaining to the affairs of the Town.
- (c) The Town Clerk shall have power to administer oaths and to certify, under seal of the Town, true copies of all minutes, journal entries and other records of the Town.
- (d) The Town Clerk shall perform such other duties as may be required by the general laws of the



Town Clerk Contract September 2019

State of Florida, or by direction of the Town Council not inconsistent with the Charter or with any ordinance or resolution passed by the Council.

(e) The Town Clerk shall be the supervisor of elections for the Town.

### 1.3 Employment Relationship.

Employee is employed as the full-time Town Clerk, a salaried Employee of Employer. Employer and Employee agree to this employment relationship for three (3) years from the date of agreement approval. Employee shall not accept employment, on a full-time or part-time basis, with any other person, firm, agency or entity while Employee is gainfully employed with Employer. Notwithstanding the above, Employee shall be permitted to occasionally volunteer, serve on committees, teach, write, or consult for other persons, firms, agencies, or entities provided said activity does not: 1) involve specific parties or activities of Employer which could potentially result in a conflict of interest; and 2) interfere with Employee's ability to perform and fulfill Employee's responsibilities and obligations to Employer.

Nothing contained herein shall prevent, limit or otherwise conflict or interfere with Employee's right to resign from employment with Employer after the third (3rd) year of this agreement. However, Employee shall provide notice as set forth at paragraph 5.4. As well, nothing contained herein shall prevent, limit or otherwise conflict or interfere with Employer's right to terminate Employee's employment with Employer, consistent with the terms and conditions of Employer's Charter and other applicable law, rule or regulation.

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Employer's Town Clerk

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## SECTION 2 SALARY

2.1 Beginning October 1, 2021, Employer shall pay Employee for Employee's services rendered pursuant hereto, a base salary of \$54,080 subject to tax withholding, FICA and other deductions required by law or authorized by me and agreed to by Employer, payable in periodic installments at intervals as other employees of Employer are paid.

2.2 Employee shall receive a cost of living increase based on the CPI annually beginning October 1, 2020 throughout the term of this agreement. The Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted; standard reference base shall be used. Such cost of living increase shall be capped 2.5% on any given year.

2.3 In addition to 2.2 above, Council shall consider an annual merit pay adjustment to Employee's salary during the budget adoption process, as outlined in Chapter 3 of the Lake Hamilton Personnel Policies and Procedures, as amended from time to time. If, beginning October 1, 2021, and during the course of this Agreement, Employee's wages are reduced, or a merit increase is not granted, employee may treat such action as a termination of this Agreement by Employer. Per Chapter 3, merit pay adjustments are limited to 2.5%.

**Deleted:** Employer, through its council, in consultation with Employee, shall be permitted to determine any other terms and conditions of Employment, as Employer may deem reasonable provided such terms and conditions are consistent with the provisions of this agreement, Employer's Charter, Ordinances,¶  
Resolutions and Policies and any other applicable law, rule or regulation.¶

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## SECTION 3 AUTOMOBILE ALLOWANCE AND BUSINESS EXPENSES

## Town Clerk Contract September 2019

3.1 Employer shall reimburse Employee for travel based on actual mileage in a manner consistent with law and at a rate authorized ~~JRS annual mileage rates~~, Mileage reimbursement shall not be reported on Employee's W-2 and shall not be subject to withholding.

**Deleted:** by Florida Statute 112.061(7)(d)l

**Deleted:** Employee shall provide proof of insurance to Council, who shall in council's discretion determine the adequacy of same....

3.2 Employee shall be reimbursed for business expenses incurred on town business. Employer shall provide Employee with the necessary ~~electronic~~ equipment, i.e. computer, and cell phone, to perform the duties of Town Clerk ~~in the office or remotely~~.

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#### SECTION 4 VACATION AND SICK TIME

4.1 Employee shall receive ~~lump sum~~ Vacation Leave ~~based on the current adopted policies of the town~~, annually on October 1st until such time that this agreement is ~~modified~~, or employee has been employed by the employer for ten (10) years. Employee will accrue sick leave pursuant to the Town of Lake Hamilton's Personnel Policy.

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4.2 In the event Employee's employment is terminated voluntarily per this agreement and Town of Lake Hamilton's Personnel Policy, Employee shall be compensated for all accrued vacation and sick leave to date in accordance with the Town of Lake Hamilton Personnel Policies.

#### SECTION 5 SEVERANCE BENEFITS

5.1 If employment is terminated by a vote of the Council pursuant to the Town's Charter, Employee shall receive Severance Pay, as that term is defined in §215.425(4)(d) of the Florida Statutes. One (1) month's severance pay for each year of service, effective the date employee was first employed by the town, not to exceed twenty (20) weeks' severance pay, pursuant to F.S. 215.425(4)(a)(1). Employee shall be compensated for accrued sick and vacation leave in accordance with the Town Personnel policies and applicable Florida Law.

5.2 In the event Employee voluntarily terminates employment with the Town or is terminated for misconduct as defined in Section 443.036(29) of the Florida Statutes or because of charges and/or arrest for any illegal act which shall reflect adversely upon the Town, then in those events the Town shall have no obligation to pay that portion of the severance sum that represents compensation as defined in Section 215.425(4)(d) of the Florida Statutes unless and until such time as the Employee is found not guilty of any charges by a court of competent jurisdiction or any charges are completely dismissed for reason of innocence or insufficient evidence of guilt to warrant continuation of prosecution and/or as may be further provided for under applicable Florida law.

5.3 Except as otherwise provided in Subparagraph 5.1 and/or 5.2 above, severance shall be paid to Employee in a lump sum when employment is terminated by a vote pursuant to the Town's Charter.

5.4 Employee shall give at least a 30 day notice of any intention to separate employment with the Town, in accordance with any restrictions laid out in this agreement.

5.5 Employer shall be permitted to deduct from Severance Pay any monies due from Employee, including but not limited to monies which may be due pursuant to Sections 7 and 8 hereof.

#### SECTION 6 OTHER BENEFITS, RIGHTS, AND OBLIGATIONS OF THE PARTIES

Town Clerk Contract September 2019

Employer currently has in existence a comprehensive Personnel Policy which sets forth the details of the Employer/Employee relationship. As such, except as otherwise provided herein, Employee shall be entitled to the benefits set forth in the Personnel Policy in accordance with the terms and conditions set forth therein. Correspondingly, where applicable, Employee shall comply with the terms and conditions of the Personnel Policy. For purposes of this Agreement and the application of the Personnel Policy referenced hereinabove, Council shall be considered Employee's supervisor. Notwithstanding the above and the Personnel Policy, Employee shall not be entitled to compensatory time a/k/a "comp time", and shall be entitled to a salary only.

#### SECTION 7 DUES AND SUBSCRIPTIONS

The Employer agrees to pay the reasonable professional dues and subscriptions of Employee for continuation and full participation in national, regional, state and local associations or organizations which Employer and Employee agree are necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the Employer. Such dues and subscriptions may include but are not limited to, Florida Association of City Clerks, International Institute of Municipal Clerks, Florida Records Management Association, Florida Association of Business Tax Officials and Polk County Clerk's Association.

#### SECTION 8 PROFESSIONAL DEVELOPMENT

8.1 Employer agrees to pay the reasonable travel, registration and subsistence expenses of Employee for travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue appropriate functions for Employer. At Employer's discretion this may include the Annual Conference to the International Institute of Municipal Clerks, Florida Association of City Clerks, Florida Records Management Association and such other national, regional, state and local governmental groups and committees thereof on which Employee serves as a member. Employee shall seek approval from Council prior to incurring any such expenditure through the annual budget process. Notwithstanding the above, in the event Employee submits a letter of resignation or resigns within three (3) months after the professional development event, Employee shall reimburse Employer the prorate portion of amount paid by Employer for said professional development event, including but not limited to registration fees, mileage, meals, and hotel expenses.

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8.2 Employer agrees to pay for the reasonable travel, registration and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for Employee's professional development and for the good of Employer. Employee shall seek prior approval from Council prior to any such expenditure through the annual budget process. Notwithstanding the above, in the event Employee submits a letter of resignation or resigns within three (3) months after the professional development event, Employee shall reimburse Employer for the full amount paid by Employer for said professional development event, including but not limited to registration fees, mileage, meals, and hotel expenses.

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#### SECTION 9 INDEMNIFICATION BOND

9.1 To the extent permitted by law, without waiver of Employer's Sovereign immunities, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability

Town Clerk Contract September 2019

claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Clerk.

9.2 Employer shall bear the full cost of any fidelity or other bonds required of Employee as a condition of employment or as required by law.

9.3 This provision constitutes a term agreed to between the parties hereto and shall not: 1) serve as an independent basis of liability to third parties; 2) serve as a provision which benefits third parties; 3) be relied upon by third parties; and 4) extend to persons or entities not parties to this Agreement.

9.4 Notwithstanding paragraph 9.1 above, Employer shall not be liable in tort for the acts or omissions of Employee committed while acting outside the course and scope of Employee's employment or committed in bad faith or with Malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Nor shall the above stated indemnification extend to the vicarious liabilities of Employee or third parties as owner of any vehicle driven by Employee during the course and scope of Employee's employment.

## **SECTION 10 OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The Council and Employee may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of Charter or any other law.

## **SECTION 11 GENERAL PROVISIONS**

11.1 This Agreement, from the time it shall take effect, shall supersede any and all prior Agreements, whether claimed to be oral or in writing. The parties have incorporated in this Agreement their entire understanding. No oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

11.2 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, and executors of the Employee.

11.3 In the event any clause or portion of this Agreement shall be held invalid by any Court, it is understood and agreed that such invalid clause or portion of this Agreement shall have no effect upon the validity of other portions of this Agreement, and all the other provisions of this Agreement shall be valid and enforceable.

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11.4 In the event that it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by all parties hereto.

11.3 The laws of Florida shall govern the validity, construction, interpretation and effect of this agreement.

Town Clerk Contract September 2019

11.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

11.6 Wherever possible the terms of the Personnel Policy, this Agreement and the Charter shall be read and interpreted as consistent with each other. In the event the terms of the Personnel Policy conflict with the terms of this Agreement, the terms of this Agreement shall control. In the event the terms of the Personnel Policy or this Agreement conflict with the terms of the Charter, the terms of the Charter shall control.

IN WITNESS WHEREOF, the Town of Lake Hamilton, Florida has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Administrator, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first written above.

EMPLOYER, TOWN OF LAKE HAMILTON, FLORIDA

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Michael Kehoe, Mayor

ATTEST:

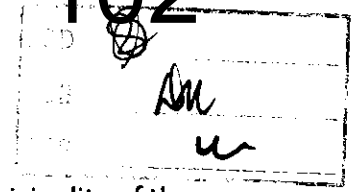
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Sara Irvine, Town Administrator

EMPLOYEE

---

Brittney Sandovlasoto, Town Clerk



## INTERLOCAL AGREEMENT

This Agreement is made by and between the Town of Lake Hamilton, a municipality of the State of Florida which is wholly located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF").

WHEREAS, the TOWN is desirous of maintaining a high level of telecommunications services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN desires to ensure its informational needs are met during normal daily activities and during emergencies; and

WHEREAS, the TOWN is desirous of obtaining its telecommunications services through a contractual relationship with the SHERIFF; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional telecommunications services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN after evaluation of options for the provision to its residents of telecommunications services enumerated herein, has made a determination that the interests of its residents will be best served by contracting with SHERIFF and the TOWN is desirous of obtaining its enforcement related telecommunications services through a contractual relationship with SHERIFF; and



WHEREAS, the SHERIFF's Telecommunication Center is the only facility in Polk County having been awarded CALEA's Public Safety Communications Accreditation and also having been recognized as an Accredited Center of Excellence (ACE) by the National/International Academies of Emergency Dispatch; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law; and

WHEREAS, the parties are acting pursuant to the authority contained in their respective charters, general law and Section 163.01, Florida Statutes.

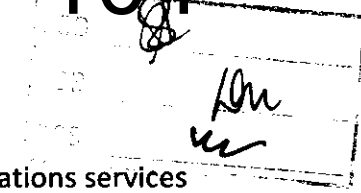
NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

#### **ARTICLE 1 – DEFINITIONS**

1.1. For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

a. Services for the purpose of this agreement shall be interpreted to include law enforcement and fire/rescue emergency 9-1-1 calls each day of the year on a twenty-four (24) hour per day basis.

b. Telecommunicator shall mean an individual who is appointed by the SHERIFF, and defined as a person who receives, processes, and dispatches calls for service.



## ARTICLE 2 – TELECOMMUNICATIONS

2.1. The SHERIFF shall provide to the TOWN professional telecommunications services within and throughout the jurisdiction of the TOWN.

2.2. Upon receipt of the emergency call from within the town's jurisdiction, the SHERIFF will coordinate dispatch and radio communication services for law enforcement for the TOWN.

2.3. Telecommunications services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, an agency receiving, processing, and dispatching calls for service.

2.4. Performance of all duties and responsibilities of the telecommunicator's shall be in accordance with SHERIFF's General Orders and this Agreement, as periodically revised during the term of this Agreement.

2.5. The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The parties agree to acquire and utilize the same radio communications technology platform in order to be directly interoperable with all other agencies on the system. Radio communications technology platform refers to the radio equipment (portables, mobiles, control stations, consoles) which operate on the current radio system. The equipment utilized must be capable of direct interoperability using a shared system and shared channels or talk groups without requiring any type of manual process or intervention such as gateways, bridges, patches, etc.

The parties agree to adhere to the communications protocols, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline specific between fire-rescue and law enforcement.

2.6. The parties recognize that each agency may have specific response matrices that dictate which resources will be sent to specific responses, though these may differ from like agencies. The SHERIFF shall dispatch the appropriate units for emergency incidents based on each agencies' requirements and directives.

2.7. The purpose of this Agreement shall be to receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications.

### **ARTICLE 3 - INFORMATION TECHNOLOGY SERVICES**

3.1. The TOWN shall be entitled through agents and employees of the SHERIFF to Information Technology Services for police personnel.

3.2. The SHERIFF will provide Information Technology Services support to TOWN's police personnel to access SHERIFF's Information Technology Staff for assistance related to the proper operation of their town-owned Information Technology equipment. This assistance will be provided in the following areas:

- a. Connectivity – To include VPN support, air card diagnostics, voice and data land-line support and net motion.
- b. Hardware – To include desktop and laptop diagnostic service. Any recommended replacements are the responsibility of the TOWN and that cost is not part of this agreement.

c. Peripherals – Support will be provided relating to Automated Vehicle Locator (AVL), Global Positioning System (GPS), Driver's License Readers and Property & Evidence Bar Code Readers, Automatic License Plate Readers, and Fingerprint Reader (Rapid ID).

d. Software – Support will be provided for the following software solutions:

- Tiburon, to include Computer Aided Dispatch (CAD), Mobile CAD, Records Management System (RMS) and field reporting,
- Crash Zone & Quick Scene Crash Reporting,
- General office software to include Microsoft products,
- Data base management and systems file maintenance,
- GEO Map file maintenance.

3.3. The SHERIFF agrees to provide IT services in support of the nine (9) machines and the lease of the seven (7) laptops.

3.4. The SHERIFF agrees to refresh the vehicle mobile computing equipment every four (4) years.

#### **ARTICLE 4 - CONSIDERATION**

4.1. Law Enforcement Telecommunication Services. TOWN shall pay the SHERIFF as payment in full for law enforcement telecommunication services as agreed to be performed the sum of thirty four thousand two hundred seventy dollars (\$34,270.00) for the term of October 1, 2021, through September 30, 2022; thirty five thousand two hundred ninety eight dollars (\$35,298.00) for the term of October 1, 2022, through September 30, 2023; thirty six thousand three hundred fifty seven dollars (\$36,357.00) for the term of October 1, 2023, through September 30, 2024; and thirty seven thousand four hundred forty eight dollars (\$37,448.00) for the term of October 1, 2024, through September 30, 2025.

4.2. Information Technology Services. In addition to the amounts listed in paragraphs 4.1, TOWN shall also pay the SHERIFF as payment in full the sum of one thousand four hundred

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Page 5 of 12

Initials: Am

dollars (\$1,400.00) each fiscal year starting on October 1, 2021, and ending on September 30, 2025, to lease the seven laptops and one thousand three hundred fifty (\$1,350.00) each fiscal year starting on October 1, 2021, and ending on September 30, 2025 for IT services to support nine machines.

4.3 The TOWN shall make quarterly payments in advance for the base contract. Quarterly payments shall be made prior to October 1, January 1, April 1, and July 1 each year.

**ARTICLE 5 – AUDIT OF RECORDS**

The TOWN Manager or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

**ARTICLE 6 – HOLD HARMLESS**

6.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the TOWN against any claims, and the cost of defending such claims, arising directly or indirectly, as a result of, or in connection with any negligent acts or omissions of the SHERIFF's office or its deputies', agents', or employees'.

6.2 To the extent and limits implemented under controlling law, the TOWN will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, arising directly or indirectly, or as a result of, or in connection with any negligent acts or omissions of the TOWN, its agents', or employees'.

6.3 Nothing contained herein shall be construed to limit or modify the provisions of Section 768.28, Florida Statutes, as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF or the TOWN pursuant

to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

6.4 The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution or statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to cause the provision of services by this Agreement is an exercise of the legislative function of and by the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the members of the SHERIFF's office.

6.5 For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The SHERIFF will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

#### **ARTICLE 7- INDEPENDENT CONTRACTOR**

The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF.

#### **ARTICLE 8 - TERM**

This Agreement shall remain in full force and effect commencing October 1, 2021, and ending September 30, 2025, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

Initials: \_\_\_\_\_

Initials: am



**ARTICLE 9 – TERMINATION**

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) days in the manner set forth in Article 11 of this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of a telecommunication services and the parties agree there will be no lapse in said services.

**ARTICLE 10 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

10.1. The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:

a. His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff's Office.

b. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

10.2. Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or Ordinance of the County or the laws of the State of Florida.

10.3. The TOWN Mayor, by her execution hereof, does represent to the SHERIFF that she has full power and authority to make and execute this Agreement on behalf of the TOWN.

Initials: \_\_\_\_\_

Page 8 of 12

Initials: am

10.4. Nothing herein contained and no obligation on the part of the TOWN to be performed herein under is intended to in any way be contrary to or in contravention of any policy, rule and/or Ordinance of the TOWN or the laws of the State of Florida.

**ARTICLE 11 – NOTICE**

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the TOWN, to:

Town of Lake Hamilton  
P.O. Box 126  
Lake Hamilton, Florida 33851

In case of the SHERIFF, to:

Polk County Sheriff's Office  
Att: Office of Legal Affairs  
1891 Jim Keene Blvd  
Winter Haven, Florida 33880

**ARTICLE 12 – NON-ASSIGNABILITY**

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN, which consent must be evidenced by a duly passed resolution.

**ARTICLE 13 – THIRD PARTIES**

In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 14 – JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 15 – ENTIRE AGREEMENT**

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

**ARTICLE 16 - SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**ARTICLE 17 - AMENDMENTS OR MODIFICATIONS**

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and

shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

**ARTICLE 18 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

**ARTICLE 19 - FORUM AND VENUE**

All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE  
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

[Signature]

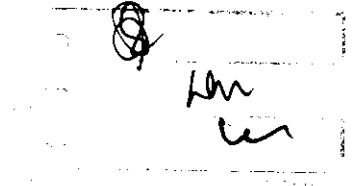
WITNESS TO ANDRIA MCDONALD

Date: 6/22/21

APPROVED AS TO FORM:

[Signature]

SHERIFF'S COUNSEL



TOWN OF LAKE HAMILTON  
BY MICHAEL W. KEHOE, MAYOR

ATTEST  
BY TOWN CLERK

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

BY \_\_\_\_\_  
TOWN ATTORNEY

\_\_\_\_\_



## Memorandum

To: Town Council

From: Sara Irvine, Town Administrator

Date: September 3, 2021

Subject: Monthly Update

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**Budget Hearings** – TRIM hearing is Tuesday, September 14, 2021, at 6:00 PM. The final hearing is scheduled for Tuesday, September 21 at 5:05 PM.

**American Rescue Plan Act** – Lake Hamilton is posed to received \$749,277 in two waves. I have submitted all the required documents and they have processed our request. But I have not had any notification as to when we will receive our first tranche.

**TH/PD Project** – There continues to be concerns regarding Final Punchlist. The contractor was provided with an updated Final list on August 27<sup>th</sup>. He informed Nathan Lewellen that he is rejecting that punchlist as he felt the previous ones were the final. Per the architect in email dated September 2, 2021, "We are of the opinion that to get what you want you will have to require that Mid-South Contractors abide by the construction documents. The Punchlists issued on January 29, 2021 for the Police Department areas, and on February 18, 2021 for the Town Hall areas clearly state that though the Punchlist is detailed it does not relieve the Contractor of items that have been overlooked which need correcting as a part of this contract. From this viewpoint alone, Mid-South Contractors is bound to bring their work to a conclusion that satisfies the requirements of the construction documents." The contractor is scheduled to come out next Wednesday.

**9/11 Commemoration** – Staff are continuing to work on a tribute in town. Town resident Joy Sutkus will play taps at the four times terrorist attacked the US on 9/11. We are also thinking about a drive by thank you or a meet and greet for the Fire Rescue and the LHPD. Your input is welcome.





## Memorandum

To: Town Council

From: Town Clerk, Brittney Sandovalsoto, CMC

Date: September 2, 2021

Subject: Monthly Update

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The new Utility Billing Specialist, Ashley Garcia, has adjusted in her position and has rapidly adapted to the processes and procedures. She has begun training in our Business Tax Receipt system and IWorQ to assist in receiving and processing BTR's for the Town.

Building permits remain steady and the help of the new building inspector has helped inspection turn around time and updating information in the system.

Business Tax Receipt renewals were sent out in July, and we continue to receive renewals. The new fees adopted in October have been implemented.

The September Ridge League of Cities Dinner was canceled due to COVID and budget hearing issues.

Other business as usual.

From the Desk of ...

*Chief Michael Teague*



September 1, 2021

**TO:** Staff

**SUBJECT:** Council Report

June Items:

- One Officer was out with COVID for 2 weeks but made a full recovery.
- 1 Applicant has completed everything and will be starting on September 8, 2021.
- 1 Applicant is having neighborhood and Past Job checks being completed.
- ALPR Cameras still to be installed on Speed Trailer.
- Another Oral Board will be scheduled in September have 4 candidates at this time.
- Chief had another procedure in August but has healed and is back to 100 percent.
- 4 Officers attended first aid, cpr and aed. This also included Gina and Tom Mulvaney.
- New First aid kits were delivered for Town Hall, The Police Department and Patrol Vehicles.
- Order placed for Outdoor storage building.

Michael Teague

[illegible]

Monthly Proficiency Reports -August 2021  
Lake Hamilton Police Department  
Patrol

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Year to Date	Same Month Last Year	(+ / -) (%)
<b>Patrol</b>															
Calls	2442	1680	1438	1460	1661	1536	1487	1344					13048	2585	(-) 48%
Lima	63	54	44	34	46	51	33	61					386	58	(+) 5%
Warrant Arrest	0	0	3	1	1	0	1	2					8	0	(+) 100 %
Felony Arrest	4	2	3	1	4	0	0	2					16	3	(-) 33%
Misd. Arrest	20	8	4	3	15	5	3	10					68	18	(-) 44%
Total Arrest	24	10	10	5	20	5	4	12					90	21	(-) 43%
Cannabis	7.8	0	0	0	0	0	0	104					111.8	11.4	(+) 99%
Cocaine	0	0	0	0	0	0	0	0					0	0	(+) 0%
Methamphetamine	0	0	0	0	0.4	0	0	0					0.4	0	(+) 0%
Firearms	0	0	0	1	0	0	0	0					1	0	(+) 0%
Pills	0	0	0	0	0	0	0	0					0	207	(-) 100%
K2	0	0	0	0	0	0	0	0					0	0.4	(-) 100%
<b>Traffic</b>															
Citations	123	44	43	35	68	59	49	57					478	159	(-) 64%
Criminal Citations	18	8	6	2	15	5	1	9					64	12	(-) 25%
Warnings	183	100	117	83	110	51	69	37					750	314	(-) 88%
Crashes	9	7	9	16	8	11	4	9					73	9	(-) 76%
DUI	0	0	0	0	0	0	0	0					0	0	(+)-0%
DRE	0	0	0	0	0	0	0	0					0	0	(+) 0%
<b>K9</b>															
Deployments	0	0	0	0	0	0	0	0					0	0	
Apprehensions/Arrests	0	0	0	0	0	0	0	0					0	0	
Hours Trained	0	40	80	0	10	43	17	0					190	0	
Demos	0	0	0	0	0	0	0	0					0	0	
Searches	0	0	0	0	0	0	0	0					0	0	
Heroin	0	0	0	0	0	0	0	0					0	0	
<b>Patrol Cont</b>															
														0	(+)-0%
Seized Vehicles	0	0	0	0	0	0	0	0					0	0	(+)-0%
Deaths	0	0	0	0	0	0	0	0					0	0	(+)-0%
Seized Currency	0	0	0	0	0	0	0	0					0	0	(+)-0%

[illegible]



## LAKE HAMILTON POLICE DEPARTMENT

PO Box 126, 100 Smith Ave, Lake Hamilton, FL 33851

PHONE: 863-437-4711/ FAX: 863-439-1136

### AUGUST 2021 - MONTHLY ACTIVITY REPORT

	TOTAL CALLS	TOTAL ARRESTS
ABANDONED/ IMPOUNDED	0	0
ABANDONED / FOUND PROPERTY	0	0
ABDUCTION	0	0
AED ASSIST	1	0
ALARM	9	0
ANIMAL COMPLAINT	0	0
ANIMAL COMPLAINT - DOMESTIC	0	0
ANIMAL COMPLAINT - LIVESTOCK	0	0
ANIMAL COMPLAINT - WILDLIFE	1	0
ASSAULT	0	0
ASSAULT - AGGRAVATED	0	0
ASSIST OTHER AGENCY	13	0
ATTEMPT TO CONTACT	2	0
BATTERY	2	0
BATTERY - AGGRAVATED	1	0
BATTERY - DOMESTIC	1	1
BURGLARY - BUSINESS	0	0
BURGLARY - CONVEYANCE	2	0
BURGLARY - RESIDENTIAL	0	0
BURGLARY - STRUCTURE	0	0
CHILD ABUSE	0	0
CRIMINAL MISCHIEF	0	0
CRUELTY TO ANIMALS	0	0
CURFEW VIOLATION	0	0
CUTTING	0	0
DANGEROUS SHOOTING	0	0
DEATH INVESTIGATION	0	0
DIRECTED TRAFFIC ASSIGNMENT	10	0
DISABLED VEHICLE	5	0
DISTURBANCE - CIVIL	13	0
DISTURBANCE - FAMILY	2	0
DISTURBANCE - JUVENILE	0	0
DISTURBANCE - NOISE	1	0
DISTURBANCE - VEHICLE NOISE	4	0
DISTURBANCE - WEAPON	0	0
DISTURBANCE	10	0
DROWNING	0	0



DRUNK DRIVER	0	0
DRUNK PERSON	1	0
ESCAPED PRISONER	0	0
EXCITED DELIRIUM	0	0
EXTORTION	0	0
FELONY	0	0
FIGHT	0	0
FILING FALSE REPORT	0	0
FIRE	0	0
FIRE ASSIST	0	0
FIRST RESPONDER REQUEST	1	0
FRAUD/FORGERY/COUNTERFEITING/UTTERING	0	0
FUNERAL ESCORT	0	0
GAMBLING	0	0
GRAND THEFT	3	0
HARRASSING PHONE CALLS	0	0
HIT & RUN FATALITY	0	0
HIT & RUN INJURIES	0	0
HIT & RUN PROPERTY DAMAGE ONLY	0	0
HIT & RUN SERIOUS INJURY TO RESULT IN DEATH	0	0
HITCHHIKER	0	0
HIGHWAY OBSTRUCTION	1	0
IDENTITY THEFT	0	0
INDUSTRIAL ACCIDENT	0	0
INFORMATION	110	0
INJURED PERSON	1	0
INVESTIGATION	8	0
LAW ENFORCEMENT CALL	1	0
LEWD ACT	1	0
LITTERING	1	0
LOST PROPERTY	0	0
LOST/ABANDONED TAG OR DECAL	1	0
MAIL THEFT	0	0
MEDICAL ASSIST	0	0
MENTALLY ILL PERSON	1	0
MISDEMEANOR	0	0
MISSING / ENDANGERED PERSON	0	0
MOLESTING	0	0
MURDER	0	0
NARCOTICS VIOLATION	0	0
NATURAL DISASTER	0	0
OPEN DOOR / WINDOW	0	0
OVERDOSE	0	0
PATROL BUSINESS	937	0
PATROL REQUEST	3	0
PATROL RESIDENCE	0	0
PERIMETER CHECK	45	0

PETIT THEFT	0	0
POSS FIREARM BY FELON	0	0
PROPERTY DAMAGE NON-CRIMINAL	0	0
PROWLER	0	0
RESISTING OFFICER	0	0
RETAIL THEFT	0	0
RIOT	0	0
ROBBERY	0	0
RUNAWAY	0	0
SERVE CIVIL PROCESS	0	0
SEXUAL BATTERY (FAMILY,UNK,KNOWN)	0	0
SHOOTING/THROWING MISSILE INTO BUILDING	0	0
SHOOTING/THROWING MISSILE INTO VEHICLE	0	0
SHOOTING/ PERSON	0	0
SOLICITATION VIOLATION	0	0
SPECIAL DETAIL	16	0
STOLEN TAG / DECAL	0	0
STOLEN VEHICLE	1	0
STOLEN VEHICLE RECOVERED	0	0
SUBJECT STOP	0	0
SUICIDE ATTEMPT	0	0
SUSPICIOUS AIRCRAFT	0	0
SUSPICIOUS INCIDENT	6	0
SUSPICIOUS PERSON	1	0
SUSPICIOUS VEHICLE	3	0
TAMPERING	0	0
THEFT	0	0
TRAFFIC ASSIGNMENT	0	0
TRAFFIC COMPLAINT	7	0
TRAFFIC STOP	87	9
TRESPASSING	1	0
UNCONFIRMED EMERGENCY	18	0
VEHICLE CRASH	10	0
WORTHLESS CHECK	0	0
VIOLATION OF INUNCTION	0	0
WARRANT / CAPIAS ARREST	1	2
<b>OVERALL TOTAL</b>	<b>1351</b>	<b>12</b>

	TOTAL CITATIONS	TOTAL ARRESTS
CRIMINAL TRAFFIC	9	9
NON-CRIMINAL TRAFFIC	60	0
PARKING TICKETS	0	0
WARNINGS	37	0
<b>OVERALL TOTAL</b>	<b>60</b>	

	TOTAL WGT / VALUE	TOTAL ARRESTS
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Recovered Cannabis	104	1
Recovered Cocaine	0	0
Recovered Meth	0	0
Recovered Heroin	0	0
Recovered Pills	0	0
Seized Currency	0	0
Based on Property received in Prop Room and not marked Dispo=COR Action=FX		



## Memorandum

To: Town Council

From: Community Development Department, Doug Leonard & Angie Hibbard

Date: September 1, 2021

Subject: Monthly Update

1. **USDA Water Distribution System Improvement Project** - The project is nearing completion and should be wrapping up in the next 30 days.
2. **State Road 17 (Scenic Highway) Septic to Sewer Project** – Staff met with James Keene, Haines City Public Work and Utilities Director to finalize the Interlocal Agreement for the project. We are awaiting his review with the City Manager and Departments.
3. **Floridino's Project** - The restaurant is expected to open on September 2, 2021.
4. **The Grand at Lake Hamilton** – I spoke with Daniel Kovacs on August 31, 2021, for an update. ECON has completed the preliminary plat and the construction plans for the entire subdivision and will be submitting them soon.
5. **Scenic Terrace South** – The application for approval of construction plans has been submitted and is being reviewed by staff and Pennoni. A memo concerning two amendments of the Scenic Terrace PUD ordinance is on the agenda. The CDD ordinance is also on the agenda for First Reading.
6. **Hamilton Bluff** – The Second Reading of the PUD Ordinance is on the Council agenda.
7. **Planning Project with Calvin, Giordano & Associates (CalGA)** – The 2<sup>nd</sup> reading for the C-2 revisions is on the Council agenda for this meeting. The Planning Commission meets September 14, 2021, to recommend an amendment of the Zoning Map to add areas for the C-2 Neighborhood Commercial District and continue review of the Overlay District.
8. **FRDAP** - We have received notice to proceed from the State for both projects.
9. **Water Use Permit Renewal** – The application was submitted on time – August 18<sup>th</sup>.
10. **Resurfacing Project** – The Chastain Skillman presented plans to Council at the August 24<sup>th</sup> workshop. Staff is available for further review by Council members.



## Memorandum

To: Town Council

From: The Director of Public Work and Utilities

Date: 9/2/21

Subject: Monthly Update for work performed in August of 2021

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**Sanitation:** Fully staffed and have resumed normal operations

**Parks:** Normal Operations.

**Streets:** Mostly caught up with pot-holing and mowing

**Water:** Water project continues, but we have clearance on the remaining lines, and they will start tying in next week.

**Sewer:** Normal Operation

**Town Hall:** We submitted a Final Punch List to the GC and they responded with objections. The Chief and I will meet with Nathan Poole next Wednesday.