



**TOWN OF LAKE HAMILTON**  
**TOWN COUNCIL**  
**REGULAR MEETING AGENDA**  
**Tuesday, January 11, 2022**  
**6:00 P.M.**

The Town Council of the Town of Lake Hamilton will hold a Regular Council Meeting on Tuesday, January 11, 2022, 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. Chief Teague- Rodney Gunter Jr. Presentation- *no pages*
  - b. Tara Hollis, Wildan – Impact Fee Study draft report- *no pages*
- 6. CONSENT AGENDA**
  - a. December 7, 2021, Regular Council Meeting Minutes- *pages 1-5*
  - b. December 28, 2021, Special Meeting Minutes- *pages 6-8*
- 7. RECOGNITION OF CITIZENS (Non-Agenda Items)**
- 8. OLD BUSINESS-**
  - a. CFDC services in support of the Strategy and Economic Development Presentation - *pages 9-70*
    - i. Resolution R-2022-01 Economic Development and Resiliency Plan- *pages 71-72*
  - b. Future Planning Items
    - i. Update/Action on WUP/AWS/WW
      1. WWTF Design Agreement with Pennoni- *pages 73-83*
  - c. Resolution R-2022-02 Parks and Rec Committee- *pages 84-88*
- **Open Public Hearing**
  - d. Second reading of Ordinance O-21-20 Property Rights- *pages 89-91*
- 9. NEW BUSINESS-**
  - a. First reading of Ordinance O-22-01 Annexation of Town Acquired Property- *pages 92-94*
  - b. First reading of Ordinance O-22-02 Annexation of White Clay Pit Grove- *pages 95-97*
  - c. First reading of Ordinance O-22-03 410 FLU Repeal- *pages 98-103*
  - d. First reading of Ordinance O-22-04 LH Self Park & Storage Repeal- *pages 104-109*
  - e. First reading of Ordinance O-22-05 Robinson Smith Ave Repeal- *pages 110-115*
- **Close Public Hearing**
  - f. Discuss Republic Services Refuse Contract Renewal - *pages 116-137*
- 10. STAFF REPORTS**
  - a. Town Administrator
  - b. Town Clerk
  - c. Police Department
  - d. Code Enforcement
  - e. Community Development
  - f. Public Works
- 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  
MINUTES  
TOWN COUNCIL REGULAR MEETING  
TUESDAY, DECEMBER 7, 2021  
6:00 PM**

The Town Council of Lake Hamilton held a Regular Meeting on Tuesday December 7, 2021, at 100 Smith Ave., Lake Hamilton, FL 33851.

**CALL TO ORDER**

Mayor Kehoe called the meeting to order at 6:00 p.m.

**INVOCATION**

Invocation was given by Angie Hibbard

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was recited by all.

**ROLL CALL**

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

**SCHEDULED PRESENTATIONS**

There were no scheduled presentations.

Mayor Kehoe thanked staff and the Woman's club for a successful tree lighting ceremony. He requested Administrator Irvine to draft a proclamation for the recognition of the Woman's Club for the January meeting.

**CONSENT AGENDA**

**Motion made** by Wagner and a second by O'Neill to approve consent agenda item a, b, c, and d. No comments.

**Motion Passed 4-0.**

**RECOGNITION OF CITIZENS**

There was no one signed in to speak.

**OLD BUSINESS**

**Future Planning Discussion- Update on WUP/AWS/WW** – Administrator Irvine stated she spoke with Attorney Cloud, and he is working on the appraisal and sending another offer. The parcel for purchase for WWTP is waiting on a full environmental review next week.

Administrator Irvine stated her, and Attorney Cloud had a meeting with Rennie Heath and the Developers agreement is included in the packet. She recommends waiting until parcel is secure to take action on the agreement.

Mayor Kehoe recommended tabling the agreement until the December 28<sup>th</sup> Special Meeting. O'Neill questioned if the developer was comfortable with the agreement. No voiced concerns were mentioned regarding the agreement.

**Consensus by the Council to table the agreement until the December 28<sup>th</sup> Special Meeting.**

**Tabled Resolution R-2021-14 Crump Road Estates Subdivision-  
Attorney Maxwell read the title for the record.**

A resolution adopting Crump Road Estates, a replat of two acres of parcel of the plat of Magnolia Shores; providing for severability; and providing for an effective date.

CD Director Leonard stated that Lots 1 and 2 have access to the driveway and only one truck is allowed. Attorney Maxwell stated that conditions for access were incorporated upon submission. **Motion made** by O'Neill and a second by Wagner to approve Resolution R-2021-14.

No public comments were received.

A roll call vote was taken. Tomlinson aye, O'Neill aye, Wagner aye, Kehoe aye. **Motion Passed 4-0.**

**-Mayor Kehoe closed the regular meeting at 6:14 PM and opened the public hearing.**

**Second reading of Ordinance O-21-30  
Attorney Maxwell read the title for the record.**

An ordinance amending chapter 16, land development code; amending article II, administration and enforcement, section 16-42, development requiring site plan approval; amending article III, land use, amending section 16-111, PUD planned unit development; creating division 3, planned unit development district regulations and procedures; creating section 16-112, purpose and intent; creating section 16-113, applicability; creating section 16-114, approval procedures; creating section 16-115, PUD standards; creating section 16-116, application content and submittal requirements; creating section 116-117, effect of approval of plan; renumbering section 16-112, medical marijuana treatment center dispensing facilities; renumbering section 16-113 – 16-135, reserved; renumbering division 3, height, area and bulk regulations; renumbering division 4, requirements for specific uses; amending article IV, subdivisions, creating section 16-206, subdivisions of 50 or more lots; renumbering section 16-206 – 16-233, reserved, of the code of ordinances of the Town of Lake Hamilton Florida; providing for severability; repealing all ordinances in conflict herewith; and providing for an effective date.

CD Director Leonard gave an overview of the Ordinance, it lays out the requirement for PUD guidance.

**Motion made** by Wagner and a second by O'Neill to approve the second reading of Ordinance O-21-30.

No public comments were received.

A roll call vote was taken. O'Neill aye, Wagner aye, Tomlinson aye, Kehoe aye. **Motion Passed 4-0.**

**Second reading of Ordinance O-21-31-  
Attorney Maxwell read the title for the record.**

An ordinance of the Town of Lake Hamilton, Florida, relating to water and sewer utilities; amending the code of ordinances of the Town of Lake Hamilton, Florida (the "code"); amending chapter 32 of the code entitled "Town of Lake Hamilton utilities code", to add section 32-17,

entitled “Water utilities manual of standards and specifications for design and construction”; providing for codification; providing for conflicts; providing for severability; and providing an effective date.

Public Works Director Lewellen stated that the Ordinance is the same from last month.

**Motion made** by O’Neill and a second by Tomlinson to approve the second reading of Ordinance O-21-31.

No public comments were received.

A roll call vote was taken. Wagner aye, Tomlinson aye, O’Neill aye, Kehoe aye. **Motion Passed 4-0.**

### **NEW BUSINESS**

#### **First reading of Ordinance O-21-33-**

**Attorney Maxwell read the title for the record.**

Ordinance O-21-33: an ordinance of the Town of Lake Hamilton, Florida, amending the comprehensive plan of the Town of Lake Hamilton, Florida, amending the future land use element to establish and map a US highway 27 overlay district; transmitting said amendment to the department of economic opportunity for compliance review; providing for severability; and providing for an effective date.

CD Director Leonard stated this is an amendment to the comprehensive plan adding the overlay district for Highway 27. Chuck Walter, resident, questioned if it applies to industrial zoned properties. CD Director Leonard stated it only applies to those zoned in the C1 District which does not include industrial.

**Motion made** by O’Neil and a second by Wagner to approve the first reading of Ordinance O-21-33.

No additional public comments were received.

A roll call vote was taken. Tomlinson aye, O’Neill aye, Wagner aye, Kehoe aye. **Motion Passed 4-0.**

#### **First reading of Ordinance O-21-34-**

**Attorney Maxwell read the title for the record.**

An ordinance of the Town of Lake Hamilton, Florida, repealing the second (adoption) reading of ordinance O-21-20; authorizing publication and adoption public hearing; providing for conflicts; providing for severability; and providing an effective date.

Attorney Maxwell stated this was passed the 7<sup>th</sup> of November, but it is being repealed due to another Ordinance that was repealed per DEO and once that is reviewed and approved by them, they can be reintroduced for second reading.

**Motion made** by Wagner and a second by O’Neill to approve Ordinance O-21-34.

No public comments were received.

A roll call vote was taken. O’Neill aye, Wagner aye, Tomlinson aye, Kehoe aye. **Motion Passed 4-0.**

**-Mayor Kehoe Closed the Public Hearing at 6:25 pm and resumed the regular council meeting.**

#### **Resolution R-2021-17-**

**Attorney Maxwell read the title for the record.**

Resolution of the Town Council of the Town of Lake Hamilton, Florida, adopting a parks & recreation youth league usage agreement; and providing an effective date.

Town Administrator Irvine stated there has been youth leagues using the ballfields and more requests to use. In order to keep up with who is using the field, Chief Teague provided a copy of what they use at the county. There was discussion regarding a parks and rec committee.

Public Input: Clayton Hoerler has comments regarding the committee, the batting cages, and grants to improve the park. Joshua Diaz spoke to the council; he is on a travel ball team, and they want to find the most effective way to utilize the field. Both has concerns with the lights and conditions of the fields. Irvine reported that the agreement states any maintenance and upgrades will be considered by the town but does not require improvements. PW Director Lewellen stated there are issues with wires and housing in the lighting. The poles are deteriorating. He had quoted the price to replace the lights at Bruce Martin Field before and for metal poles and lights it was around \$50,000. There was discussion regarding grants to improve the ballfield. PW Director Lewellen was directed to get with Chief Teague regarding the lighting and fencing.

O'Neill stated it should be added that it is for casual use only and not up to league standards, so there is very clear understanding and there is not enough staff time to maintain it. Tomlinson stated he would consider being on the Parks and Rec committee. Heather Maxwell asked if there is an ordinance creating a parks and rec committee. Irvine reported she thought the council create the committee by resolution a few years ago, she will check on it. There was consensus to bring this back to the January 11<sup>th</sup> meeting.

**Motion made** by O'Neill and a second by Wagner to table Resolution R-2021-17 until the January 11, 2022, meeting.

No further public comments.

A roll call vote was taken. Wagner aye, Tomlinson aye, O'Neill aye, Kehoe aye. **Motion Passed 4-0.**

**Resolution R-2021-18 Ruthanne Stonewall retirement-  
Attorney Maxwell read the title for the record.**

A Resolution of the Town Council of the Town of Lake Hamilton, Florida; congratulating Ruthanne Stonewall on her retirement after 18 years of service to the Ridge League of Cities as executive director and providing an effective date.

Wagner stated Ruthanne was the executive director for 18 years for the Ridge League of Cities. No public comments were received.

**Motion made** by Wagner and a second by O'Neill to approve Resolution R-2021-18.

A roll call vote was taken. Tomlinson aye, O'Neill aye, Wagner aye, Kehoe aye. **Motion Passed 4-0.**

**Legal services Agreement for review of Sign Ordinance-**

Attorney Maxwell stated this is the agreement that was discussed at the previous meeting regarding obtaining legal services to review the sign ordinance.

**Motion made** by O'Neill and a second by Wagner to approve the legal services agreement between Trask, Daigneault, LLP and the Town.

No public comments were received.

**Motion passed 4-0.**

**Staff Reports-**

**Town Administrator-** Irvine stated her report is in the packet. They are always looking for volunteers for events. Tomlinson stated there were trees being planted on Nebraska Ave and

asked if staff could look at it. PW Director Lewellen stated he would go out and look at it. Amanda in PW has obtained her CDL, and she will be moved up a tier and they will be hiring for a maintenance worker.

**Town Clerk-** included in packet.

**Police Department-** included in packet.

**Code Enforcement-** none.

**Community development-** included in packet.

**Public Works-** PW Director Lewellen is working to get reflectors and restriping of Kokomo Road.

Chuck Walter and Clayton Hoerler questioned items contained in the PD report and decoy cars. He requested there be more information included on the reports.

**ATTORNEY COMMENTS:** None

**COUNCIL COMMENTS:** Discussion regarding funding and grants and the tree lighting ceremony.

**ADJOURNMENT:**

**Motion made** by Wagner and a second by O'Neill to adjourn the meeting at 7:27 PM. **Motion Passed 4-0.**

ATTEST:

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

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

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

**TOWN OF LAKE HAMILTON  
MINUTES  
SPECIAL MEETING  
TUESDAY, DECEMBER 28, 2021  
4:00 PM**

The Town Council of Lake Hamilton held a Workshop and a Special Meeting on Tuesday December 28, 2021, at 100 Smith Ave., Lake Hamilton, FL 33851.

**CALL TO ORDER**

Mayor Kehoe called the meeting to order at 4:00 p.m.

**INVOCATION**

Invocation was given by Angie Hibbard

**PLEDGE OF ALLEGIANCE**

Pledge of Allegiance was recited by all.

**ROLL CALL**

Roberson, Tomlinson, O'Neil, Vice Mayor Wagner, and Mayor Kehoe were present. Town Administrator Irvine was present. Attorney Maxwell was present via virtual conference.

**SPECIAL MEETING BUSINESS**

**Update on WW Wolverine** – Mayor Kehoe asked Attorney Cloud to provide his update first. Mr. Cloud updated the council regarding the progress on acquiring “Wolverine”. He indicated that the town is in a good position to move forward if other prospects interfere. State Statute dictates the process. Identifying the parcels and appraisal is ongoing. Town council was in consensus to continue.

**Review Wastewater Treatment Plant Preliminary Design** – Steve Elias, P.E. from Pennoni reported to the council on the environmental study on the land, the proposed designs. Their recommendation is to authorize the cover board survey for sand skinks in the spring and to design the rectangular tank alternative for an initial 200,000 GPD. The estimated cost for the project to be completed within 15 months is \$4,865,545. This cost includes upsizing of some components in order to expand the capacity when needed.

He also reported that they have talked with FDEP about the SRF grant/loan, and it appears that the town will be able to change the scope of the work to be able to get the funding. Although, this will require contractors to comply with federal requirements, such as Davis Bacon Act and Buy/Build American.

Gerry Hartman, Utility Consultant, recommend that the report be submitted for permitting. Steve reported that he will get an agreement for Wastewater Design Phase 1 for council approval. An agreement to change the SRF design will probably be required as well.

**Motion** made Wagner and a second by O'Neill to authorize: submittal of the PER to permitting agencies; Pennoni to bring an agreement back to council for Wastewater Treatment Phase 1 design based on the PER; Review SRF Pennoni agreement and bring back amendment; order the Sand Skink cover board survey. No public comments. **Motion carried 5-0 on a roll call vote.**

**Authorize Execution of Developers Agreement for Wastewater Capacity and Capital Charge specific to Scenic Terrace South (Atlantic Blue)**

Councilmember O'Neill recognized Patrick Marone from Cassidy Group to discuss the higher estimate. Original estimate was 1.5 million, which was generated over six months prior. Prices have increased per all vendors. The town will need to reassess the capacity charges to Scenic Terrace South. Mr. Marone stated that this is the first he has heard of the increase cost. O'Neill reported that the Scenic Terrace cost of the 4.8 million is about 2.2 million. The current draft agreement calls for a true up at the end of the project, but that should be done down with the current estimate and then again at the end of the project or at least when a bid is accepted.

**Motion** made O'Neill and a second by Wagner to authorize the developer's agreement in concept and authorize town staff and counsel to work out the initial contribution for the agreement. No public comment. **Motion carried 5-0.**

**Ratification of Property Sale Contract** – Attorney Maxwell reported that since the council authorized staff to work toward purchasing the parcel and the Vacant Land Contract was signed by the town administrator, it should be ratified by the town council. **Motion** by O'Neill and seconded by Roberson to ratify the Property Sale Contract for the property located off Water Tank Road. No public comments. **Motion carried 5-0.**

**Consideration to Approve Closing Documents** – Attorney Maxwell wanted to make note of an existing Power Line Easement. This should not affect anything. Recommends approving the closing memorandum and harvesting agreement. **Motion** by O'Neill and seconded by Wagner to approve executing any and all closing documents. No public comment. **Motion carried 5-0.**

**Authorize Expenditure to purchase Property** – The final purchase with closing cost \$581,717.40. **Motion** by O'Neill and seconded by Tomlinson to authorize the expenditure of \$581,717.40 to purchase of the property. No public comment. **Motion carried 5-0.**

**Consider Proposal for upgrades to Kokomo Road** – Public Works Director Lewellen reported that Kokomo Road has deteriorated significantly, and the town is getting complaints regarding the safety and condition of the road. He reached out to three vendors and only received a quote from one. Irvine reported that the purchasing policy allows the town to not go out for bids if getting bids is not feasible or if it was budgeted. She reported the town did budget 1million in the CIP for road work, but also, getting bids is not feasible as such as similar project in the past has shown. The town would save time and money by not bidding the project. The condition of the road constitutes and immediate threat to public health, safety and welfare and thus justifies and emergency procurement.

There are also concerns with the speed on this road and others in the town. Nathan reported that he has communicated with attorney Maxwell on the procedure to follow to reduce the speed limit. It was suggested in the meantime to put up warnings regarding the road conditions.



**Motion** made by Wagner and seconded by O'Neill to authorize the repair of Kokomo Road by Tucker Paving under an emergency authorization. No public comment. **Motion carried 5-0.**

Mayor Kehoe closed the regular meeting at 5:26 pm to Open the Public Hearing:

**Second reading of Ordinance O-21-34 Property Rights Repeal**

CD Assistant Hibbard stated that this is the second reading of this Ordinance and recommends approval.

**Motion made** by Wagner and a second by O'Neill to approve Ordinance O-21-24 on second reading. No public comments were received.

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

**Motion Passed 5-0.**

**ADJOURNMENT:**

**Motion made** by O'Neill and a second by Tomlinson to adjourn at 5:31 PM. **Motion Passed 5-0.**

ATTEST:

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Michael Kehoe, Mayor

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

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

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

**Date:** January 11, 2022

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

The Town of Lake Hamilton received a Competitive Florida Partnership grant award from the Florida Department of Economic Opportunity (DEO) Fiscal Year 2020-2021, to fund the creation of an Economic Development and Disaster Resiliency Plan. The plan will serve as a guiding document in the advancement of economic development activity, while advancing upon the unique characteristics of Lake Hamilton. **Economic development** may generally be defined as policymakers' actions that promote the health, political, and social well-being of a specific area. **Resiliency** may be defined as the ability to recover from uncontrollable events. By building a more resilient community, residents, businesses, and government can respond to changes beyond our control in a cooperative, proactive partnership based upon shared goals and established partnerships.

### Scope

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, an inventory of the Town's assets was conducted, and a project website was created.

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 Women's Club
- Community Partners' Meeting (December 17, 2020)
- Community Workshop (February 23, 2021)
- Community Visioning Open House (May 13, 2021)
- Town Council Presentation: Economic Development Strategy (September 07, 2021)
- Project goals and survey, and draft plan proposal are located on the project website at <https://www.cfrpc.org/lakehamilton/>.

The economic development program recommendations were established based on the economic analysis, and community outreach efforts highlighted in the resiliency plan. While establishing initiatives bears some difficulty given the limited organizational capacity, it is recommended that the Town of lake Hamilton work collaboratively with community and stakeholder organizations to bring together assets, and resources to position itself for future economic opportunities and strengthen the community.

To advance the strategic priorities identified, the following Plan Goals are recommended.

## Town of Lake Hamilton Plan Goals

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

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

The Town of Lake Hamilton's available marketing, is limited to early historical information. The *Economic Development & Disaster Resiliency Plan* provides key economic data relative to Lake Hamilton's diverse population, existing community assets and quality of life that may be used to produce a focused set of marketing materials as well as an online marketing strategy.

### 2. **Support and Expand Opportunities for Existing Local and New Businesses**

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

Through the implementation of an economic development committee and continuing to collaborate with community stakeholders and neighboring economic development organizations, the Town of Lake Hamilton may be able to better engage businesses and establish a vision for the town.

### 3. **Engage the Economic Development and Business Community in Disaster Preparedness**

**Goal:** Establish an Economic Recovery Team

In an effort to mitigate future physical, economic, or social disruption the development of a recovery team should be considered.

### 4. **Explore Economic Development Funding Opportunities**

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

To support targeted economic growth, it may be beneficial to consider the development of finance tools to both expand capital availability for economic development and fund targeted programs or projects.

### 5. **Business Retention and Expansion**

**Goal:** Encourage the growth and expansion of existing businesses throughout the City

Advancing upon the progress of a local economic development team the Town should include a focus on existing companies and involve partnerships with public and private organizations and community leadership.

#### **Attachments:**

**Draft Town of Lake Hamilton Economic Development Strategy and Disaster Resiliency Plan  
PowerPoint Presentation  
Resolution**

# 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

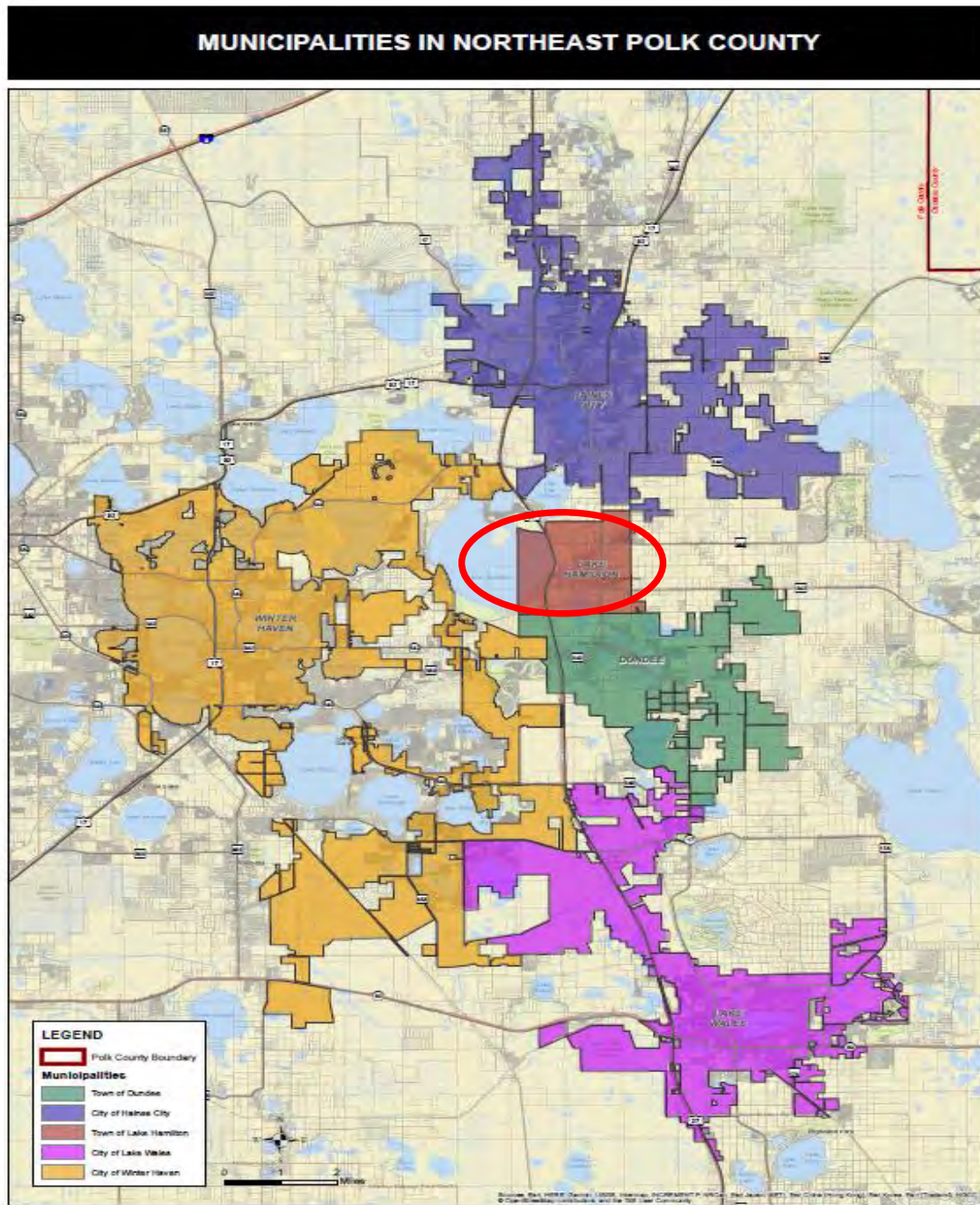
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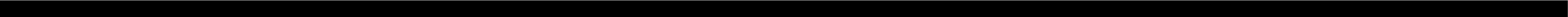


# Lake Hamilton Today<sup>014</sup>



- 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)*



	<u>Lake Hamilton</u>	<u>Polk County</u>
Population: (2020 census)	1542	
Age:		
Persons under 18 years:	21.0%	22.3%
Persons 65 years and older:	15.3%	20.2%
Median Age:	39.1	40.2
Education:		
High school graduate/higher:	89.9%	85.0%
<b>Bachelor's degree/higher:</b>	9.2%	20.2%
Housing:		
Owner-occupied housing units:	87.1%	68.9%
Income & Poverty:	<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

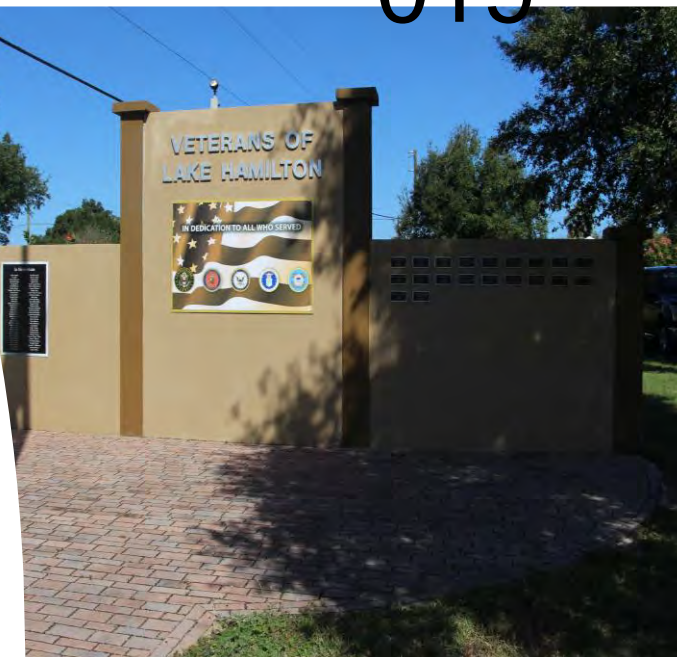


### Business Attraction and Economic Development

**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.

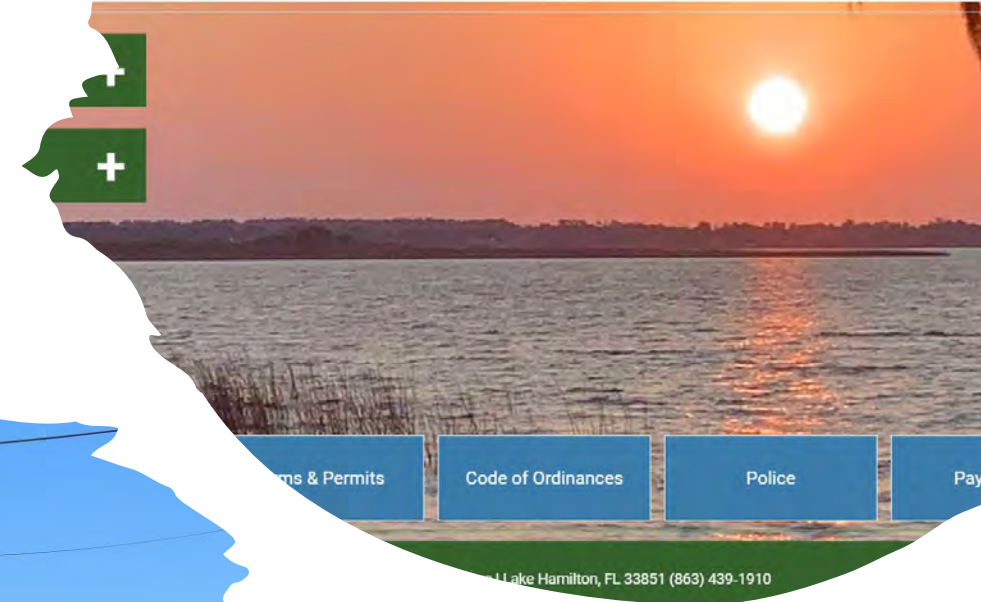
- Establish an annual business survey.
- Develop an online business directory of services and resource guide.
- Coordinate with CFDC to expand upon community awareness and website presence.
- Perform an inventory of all non-residential properties to determine best and highest use.
- Facilitate connections 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.



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### 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.





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

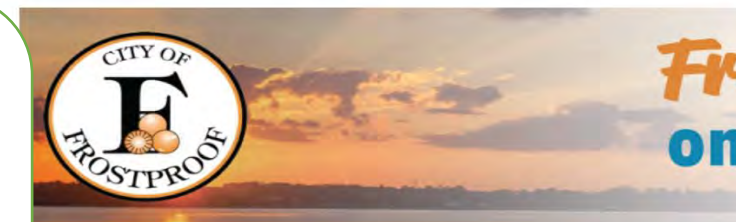
- Establish programs to expand small business ownership opportunities.
- Create and maintain a business registry and database.
- Provide access to business incubator or commercial space for business or assistance with finding commercial space.
- Develop incentive opportunities or donate space for the 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



### 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

Lake Hamilton Competitive Florida PARTNERS GOAL SCOPE EVENTS CONTACT

## 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](#)

PARTNERS GOAL SCOPE EVENTS CONTACT

## 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](#)

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

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# **Economic Development & Disaster Resiliency Plan**

## **Draft - January 11, 2022**



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# Executive Summary

The Town of Lake Hamilton received a Competitive Florida Partnership grant award from the Florida Department of Economic Opportunity (DEO) Fiscal Year 2020-2021, to fund the creation of an Economic Development and Disaster Resiliency Plan. The plan will serve as a guiding document in the advancement of economic development activity, while advancing upon the unique characteristics of Lake Hamilton. Economic development may generally be defined as policymakers' actions that promote the health, political, and social well-being of a specific area. Resiliency may be defined as the ability to recover from uncontrollable events. By building a more resilient community, residents, businesses, and government can respond to changes beyond our control in a cooperative, proactive partnership based upon shared goals and established partnerships.

## Scope

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 economic development program recommendations identified were developed based on the economic analysis, and community outreach efforts highlighted in the resiliency plan. While establishing initiatives bears some difficulty given the limited organizational capacity, it is recommended that the Town of lake Hamilton work collaboratively with community and stakeholder organizations to bring together assets, and resources to position itself for future economic opportunities and strengthen the community.

To advance the strategic priorities identified, the following Plan Goals are recommended:

### Town of Lake Hamilton Plan Goals

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

Goal: Build Brand Growth Through Marketing and Community Based Participation

The Town of Lake Hamilton's available marketing, is limited to early historical information. The *Economic Development & Disaster Resiliency Plan* provides key economic data relative to Lake Hamilton's diverse population, existing community assets and quality of life that may be used to produce a focused set of marketing materials as well as an online marketing strategy.

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

Goal: Develop and Maintain Business Friendly Culture

Through the implementation of an economic development committee and continuing to collaborate with community stakeholders and neighboring economic development organizations, the Town of Lake Hamilton may be able to better engage businesses and establish a vision for the town.

### **3. Engage the Economic Development and Business Community in Disaster Preparedness Goal:**

Establish an Economic Recovery Team

In an effort to mitigate future physical, economic, or social disruption the development of a recovery team should be considered.

### **4. Explore Economic Development Funding Opportunities**

Goal: Secure Funds to Support Economic Development Initiatives

To support targeted economic growth, it may be beneficial to consider the development of finance tools to both expand capital availability for economic development and fund targeted programs or projects.

### **5. Business Retention and Expansion**

Goal: Encourage the growth and expansion of existing businesses throughout the Town

Advancing upon the development of a local economic development team should include a focus on existing companies and involve partnerships public and private organizations and community leadership.



# Introduction

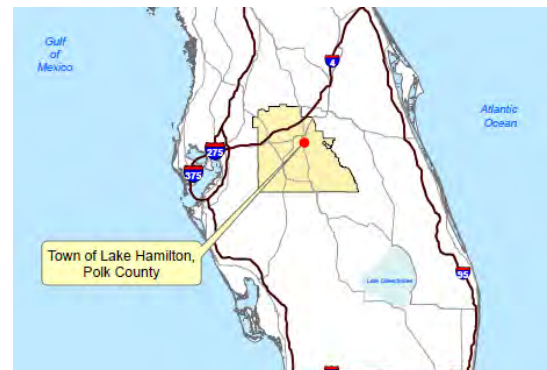
The Town of Lake Hamilton, is one of 17 municipalities located in Florida's fourth largest county by land area, Polk County. The Town is situated within the eastern ridge of the County, south of the City



of Haines City, east of the City of Winter Haven, and north of the Town of Dundee. The Town was sited near Lake Hamilton, which is part of the headwaters for the rich valley of the Peace River. It was chartered by the State of Florida as a municipal corporation in 1925. In 1979, the original charter was abolished and a new charter was adopted establishing the municipal organization as it now exists.

Of the approximately 4.41 square miles of area within the Town limits, it is estimated that 0.98 square miles is water, including the Town's namesake Lake Hamilton. Six major lakes lie within the

community and include Crystal Lake, Lake Gordon, Lake Ida, Lake Sara, Lake Lee, as well as Lake Hamilton. The 2020 estimated population was 1,556 persons.



*Map 1: Location Map*

The Town is positioned on State Road 17 (known as Scenic Highway) and US Highway 27 (US 27), a major and developing north-south arterial roadway through Polk County. Major development has occurred along US 27 primarily around the City of Haines City and the City of Lake Wales. Development patterns and pressures are expected to continue along the US 27 corridor.

The Town is typical of the many small communities which sprang up in central Florida's early history along the state's highways and railroads. The original alignment of US 27 passed through the central portion of the community, providing the initial commercial area and influencing the platting and development patterns. A north-south railroad line also passed through the center of town, resulting in the location of the Town's citrus packing plant in the north-central area. The later realignment of US 27



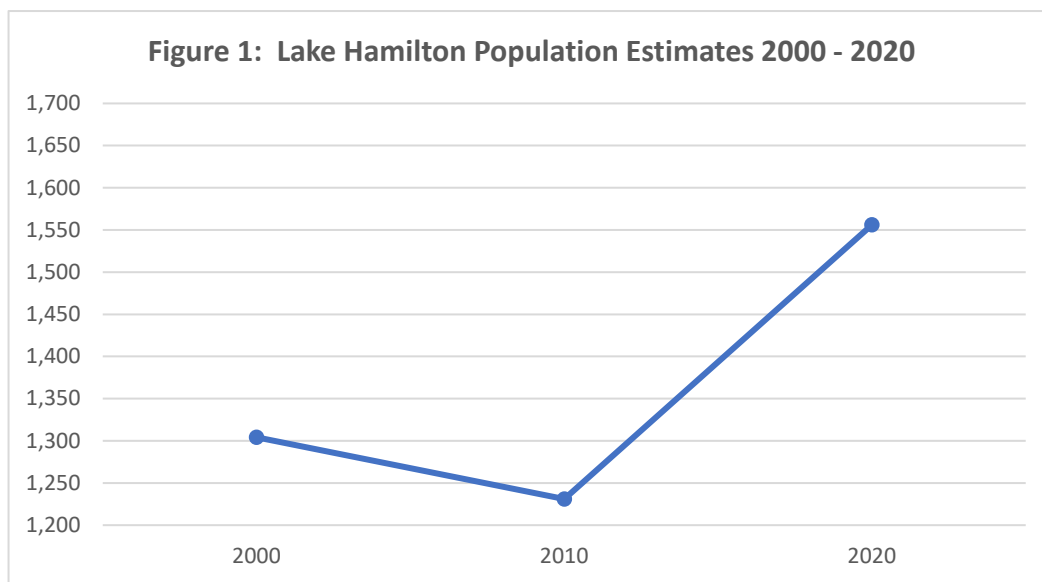
along a right-of-way at the Town's western edge and abandonment of the railroad line altered the growth and development patterns of the community.

**Economic development** may generally be defined as policymakers' actions that promote the health, political, and social well-being of a specific area. **Resiliency** may be defined as the ability to recover from uncontrollable events. By building a more resilient community, residents, businesses, and government can respond to changes beyond our control in a cooperative, proactive partnership based upon shared goals and established partnerships. Using this plan, it is recommended for the community to position itself for economic opportunities bringing together its assets, resources, and stakeholder organizations to overcome existing challenges and work in collaboration for a common purpose.

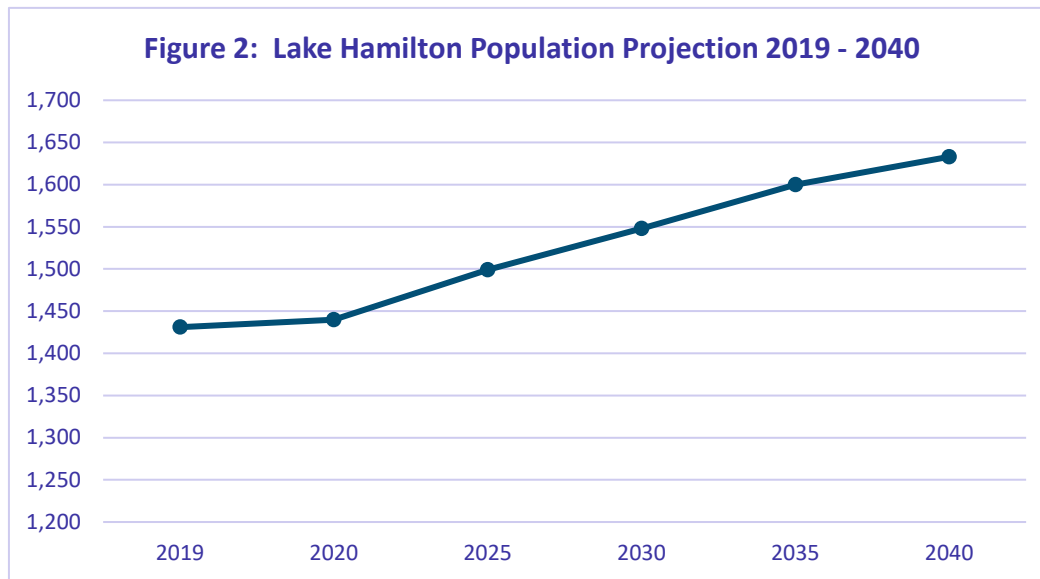
# Existing Conditions Analysis

## Demographic and Socio-Economic Profile

According to the University of Florida Bureau of Economic and Business Research (BEBR), Lake Hamilton's population increased approximately 26.4 percent from 1,231 in the year 2010 to 1,556 in the year 2020. Between 2000 and 2020, Lake Hamilton's population increased by approximately 19.3 percent. This percent is lower because the US Census Bureau established Lake Hamilton's population at 1,304 in 2000 and 1,231 in 2010, which is an approximately 5.6 percent loss. The Shimberg Center for Housing Studies projects Lake Hamilton's population will increase to 1,633 in 2040. Please note this projection is based on the 2019 population estimate of 1,431.



Sources: US Census Bureau and BEBR



Source: Shimberg Center for Housing Studies

According to the American Community Survey 5-year estimate (2015-2019), approximately 75.9 percent of Lake Hamilton's population identifies as white, 13.5 percent identifies as Black or African American, and 7.7 percent identifies as two or more races. Federal policy defines Hispanic as not a race but as an ethnicity. People who identify as Hispanic may be of any race. Approximately 26.5 percent of the total population identifies as Hispanic or Latino. The median age in Lake Hamilton is 39.1 years which is slightly lower than the statewide median age of 42 years. The median household income in the past 12 months in 2019 inflation-adjusted dollars is \$41,420 in Lake Hamilton. This is lower than the \$55,660 state median income. Approximately 246 persons, or approximately 17 percent of the population in Lake Hamilton are living below the poverty level according to the 2019 American Community Survey 5-Year Estimate. This is higher than the State's 14 percent of population living below the poverty level.

Lake Hamilton has a higher percentage of the population with a high school diploma or higher education at 89.9 percent versus 85 percent in Polk County. The Town has a lower percentage of the population with a bachelor's degree or higher (9.2 percent) than the County (20.2%).

## **Assets**

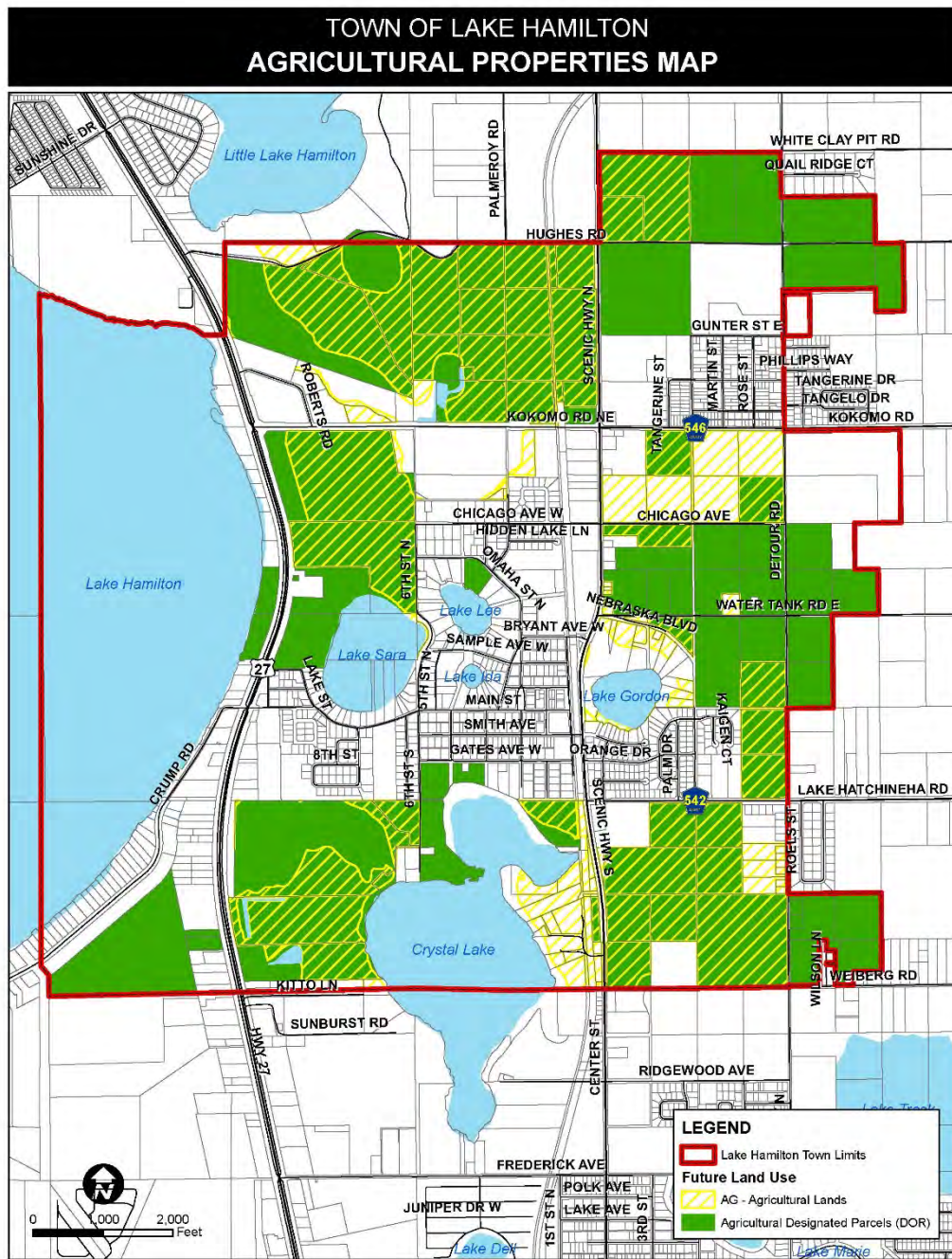
The Town of Lake Hamilton's location is a key asset. Located with two major roadway corridors, US 27 and SR 17 on the west shore bank of Lake Hamilton in eastern central Polk County, the Town is located approximately one hour from both Tampa to the west and Orlando to the east.

### ***Developable Land***

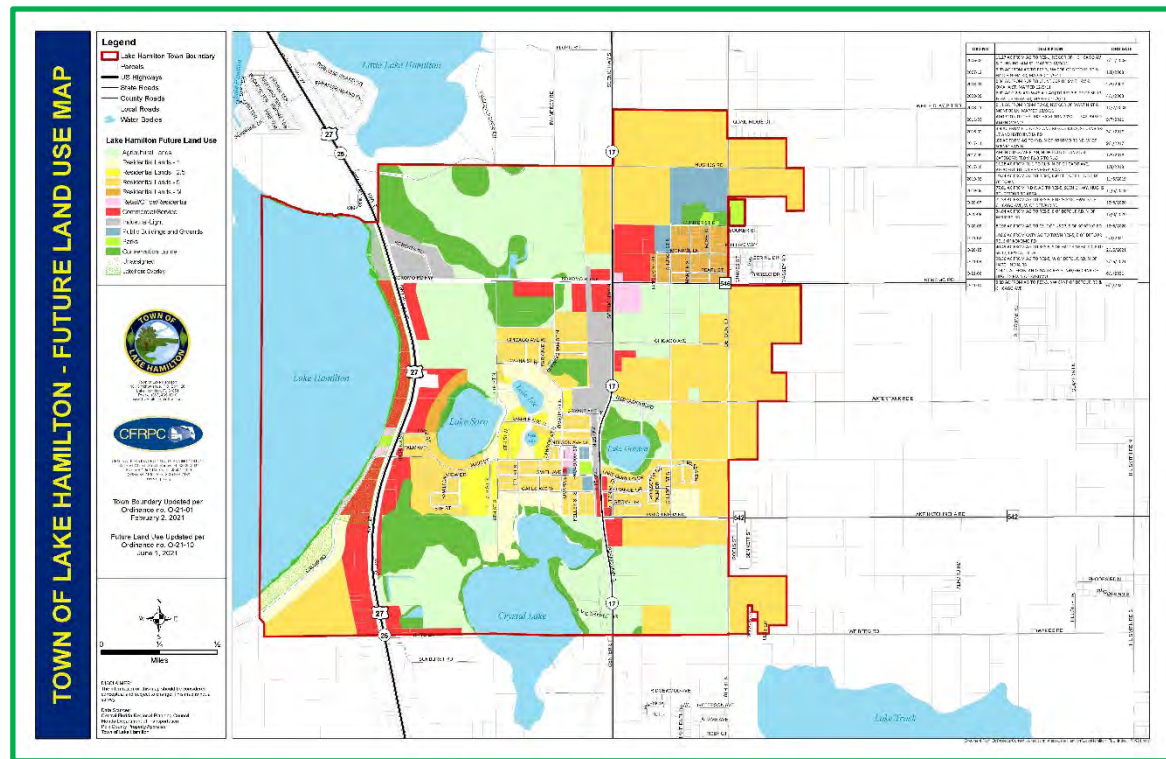
There is a total of 4.41 square miles or 2,822.4 acres of land area in the Town of Lake Hamilton. The developable land in the Town is depicted on Map 2. The land shown has an Agricultural Department of Revenue Code according to data from the Polk County Property Appraiser.

Map 3 indicates the Future Land Use designations in the Town. The Commercial Future Land Use designation follows US 27 and SR 17 (Scenic Highway).

Map 2: Developable Land in the Town of Lake Hamilton



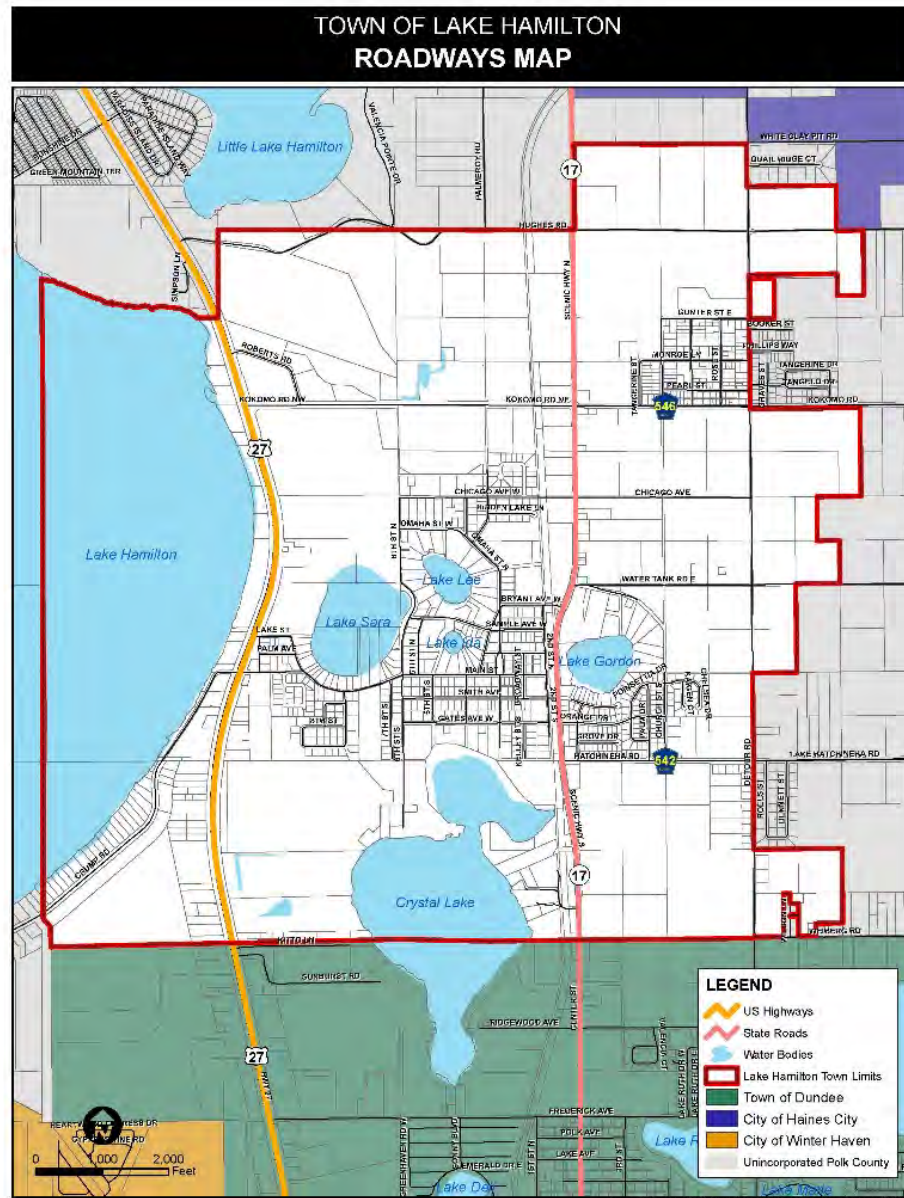
### Map 3: Town of Lake Hamilton Future Land Use Map



## Transportation and Connectivity

The Town is divided by both US 27 and SR 17 (Scenic Highway) which are both north/south corridors traversing Lake Hamilton. The Town is served by two transit stops. There is one traffic light in Town which is located at US 27 and Main Street.



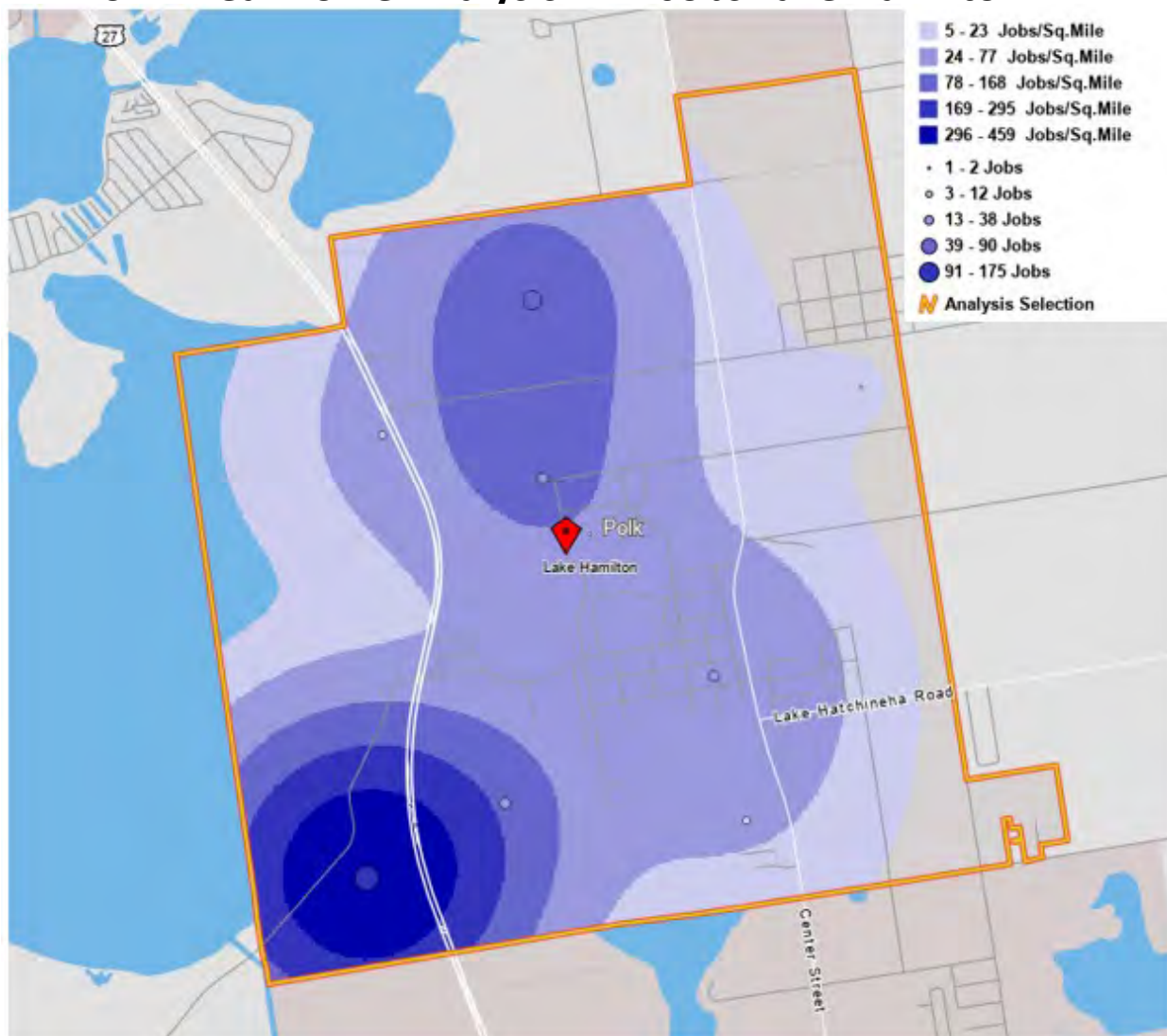


## Economic Profile & Market Assessment

### Labor Force

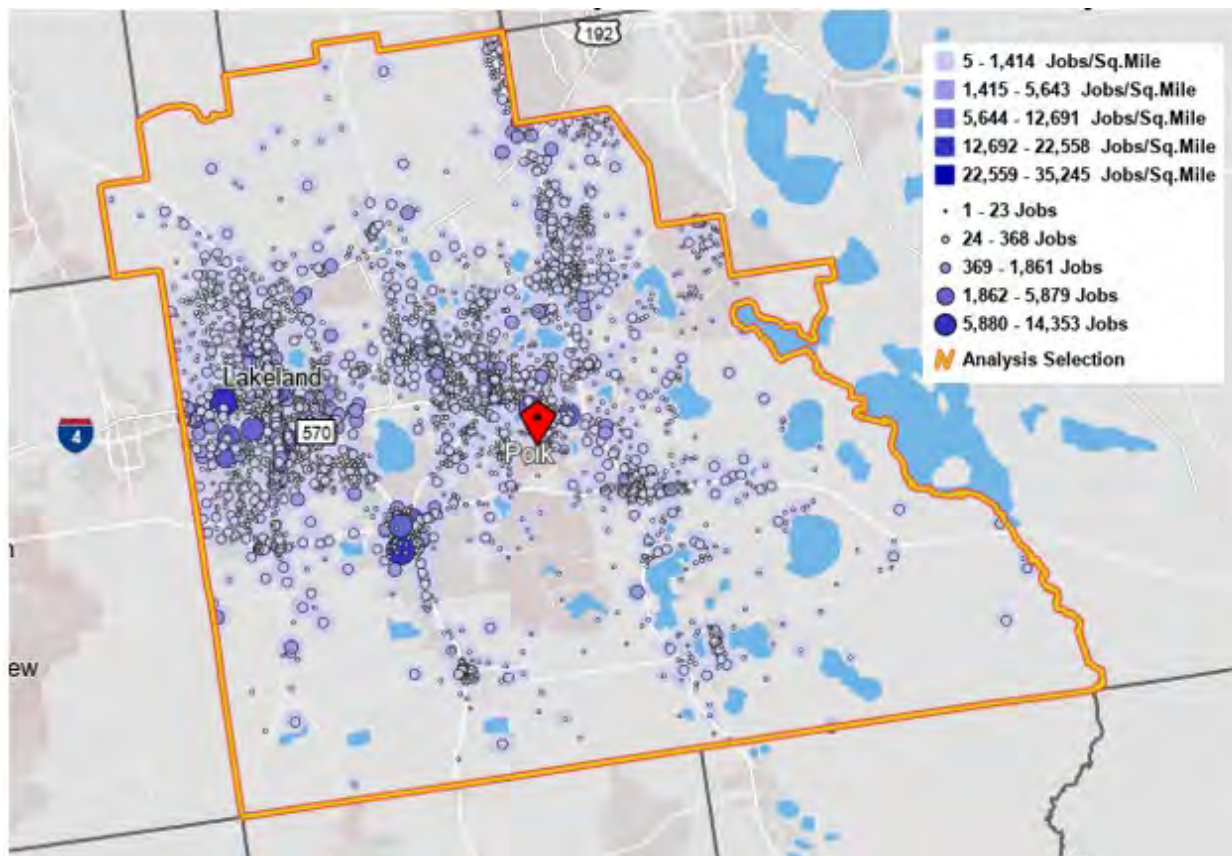
Approximately 51.4 percent of the population of Lake Hamilton over 16 years old is in the civilian labor force. The Census on the Map tool provides an analysis of the labor force for persons employed in Lake Hamilton (worker profile) versus persons who live in Lake Hamilton (home profile). The most current information available is year 2019. The figures below show the employment locations and densities for Lake Hamilton and Polk County.

### Work Area Profile Analysis – All Jobs Lake Hamilton





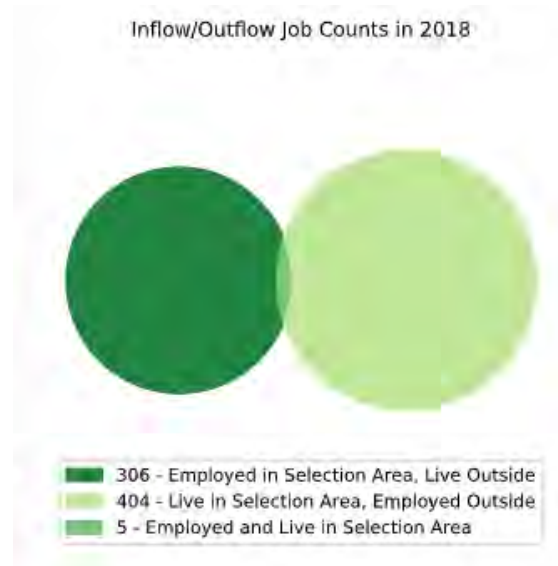
## Work Area Profile Analysis – All Jobs Polk County



In 2019, approximately 98.6 percent of the persons employed in Lake Hamilton lived outside of the Town limits and approximately 1.4 percent of the persons employed in Lake Hamilton lived in Lake Hamilton. Approximately 98.0 percent of the persons living in Lake Hamilton are employed outside of Lake Hamilton and 2.0 percent of the persons living in Lake Hamilton are employed in Lake Hamilton.

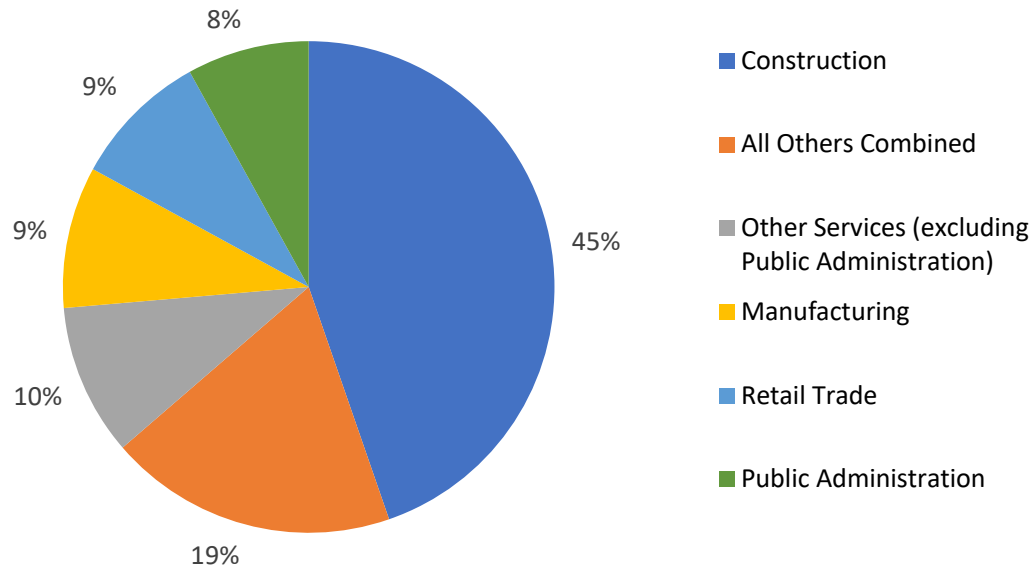
## Inflow/Outflow Job Counts 2018 Source: Census on the Map Tool



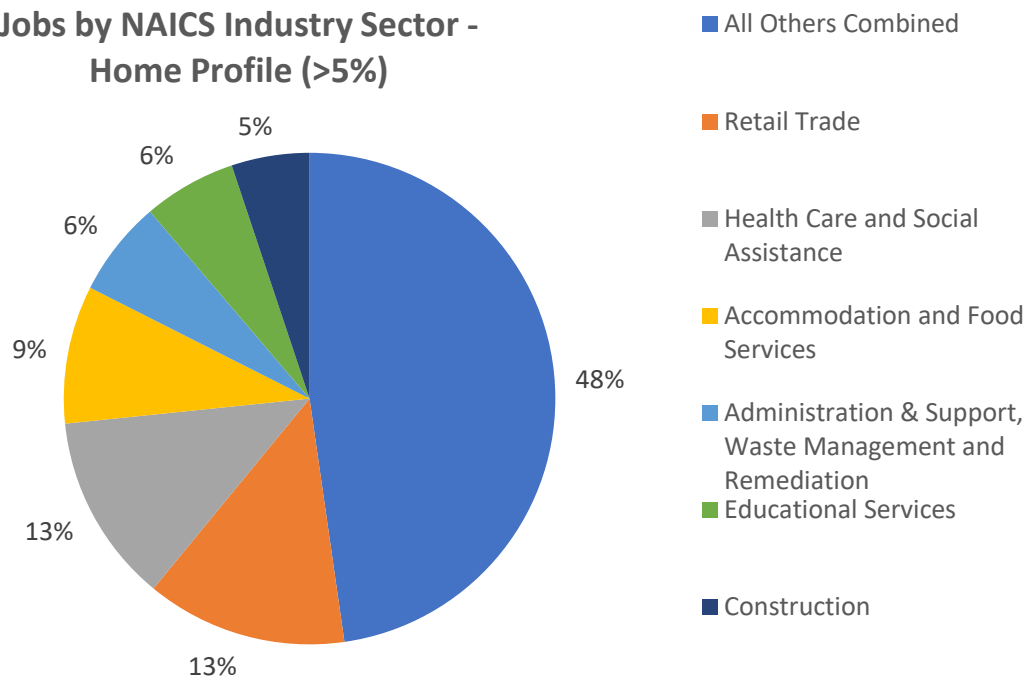


The Construction industry is identified at approximately 24.5, the Manufacturing industry is identified as approximately 19.4 percent, and the Retail Trade industry is identified as approximately 12.7 percent of the NAICS Industry Sector of persons employed in Lake Hamilton (worker profile). All other industries are identified as 10 percent or less of the employment in Lake Hamilton, with industries with less than 5 percent of the population combining to make up 30 percent of the employment work profile. At approximately 13.0 percent, the primary industries for persons who live in Lake Hamilton (home profile) are retail trade (13.7 percent), and health care and social assistance (13.2 percent). The industries with less than 5 percent of the population combine to make up 24.7 percent of the employment. The graphs below identify industries employing over 5 percent of persons in Lake Hamilton (worker profile) versus persons who live in Lake Hamilton (home profile).

**Jobs by NAICS Industry Sector -  
Work Profile (>5%)**



**Jobs by NAICS Industry Sector -  
Home Profile (>5%)**



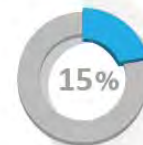
A higher percentage of the persons employed in Lake Hamilton (worker profile) are age 30 to 54 or 55 and older than the percentage of persons who live in Lake Hamilton (home profile). The persons employed in Lake Hamilton (worker profile) have a higher percentage of Bachelor's degree or advanced degree and a higher percentage of less than high school or high school or equivalent with no college, than the percentage of persons who live in Lake Hamilton (home profile). Approximately 37.3 percent of the persons employed in Lake Hamilton (worker profile) earn more than \$3,333 per month compared to 32.5 percent of the persons who live in Lake Hamilton (home profile).

TABLE 1: JOBS BY WORKER AGE				
	Worker Profile		Home Profile	
	Count	Share	Count	Share
Age 29 or younger	85	15.0%	91	22.6%
Age 30 to 54	333	58.7%	212	52.7%
Age 55 or older	149	26.3%	99	24.6%

Source: US Census on the Map Tool, 2019 data

## Jobs by Worker Age - Worker Profile

### Age 29 or younger



### Age 30 to 54



### Age 55 and older



**TABLE 2:  
JOBS BY WORKER EDUCATIONAL ATTAINMENT**

	Worker Profile		Home Profile	
	Count	Share	Count	Share
Less than high school	88	15.5%	53	13.2%
High school or equivalent, no college	140	24.7%	86	21.4%
Some college or Associate degree	160	28.2%	105	26.1%
Bachelor's degree or advanced degree	94	16.6%	67	16.7%
Source: US Census On the Map Tool, 2019 data				

**TABLE 3:  
JOBS BY EARNINGS**

	Worker Profile		Home Profile	
	Count	Share	Count	Share
\$1,250 per month or less	110	19.4%	106	26.4%
\$1,251 to \$3,333 per month	236	41.6%	170	42.3%
More than \$3,333 per month	221	39.0%	126	31.3%

Source: US Census On the Map Tool, 2019 data

### ***Income***

The median household income level is below the County and State median household income levels. The percent of people living under the poverty level in Lake Hamilton is higher than Polk County and the state. The unemployment rate is lower in Lake Hamilton than Polk County and Florida.

**TABLE 4:  
ECONOMIC CHARACTERISTICS 2015-2019 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES**

Subject	Lake Hamilton	Polk County	Florida
Median Household Income	<b>\$41,420</b>	<b>\$50,584</b>	<b>\$55,660</b>
Individuals Below Poverty	<b>17.0%</b>	<b>15.8%</b>	<b>14.0%</b>
Unemployment rate	<b>3.4%</b>	<b>5.9%</b>	<b>5.6%</b>

Source: American Community Survey 5-Year Estimates, 2015-2019;

### ***Within 25, 50, and 200 miles***

There are more than 4.7 million people located within a 50-mile radius and 10.7 million people located within a 100-mile radius of the Town of Lake Hamilton. Within a 25-mile radius, the labor force includes more than 331,000 people. The labor force increases to more than 2.2 million in a 50-mile radius and 4.9 million in a 100-mile radius.

**TABLE 5:  
POPULATION AND LABOR FORCE INFORMATION FOR RADII FROM TOWN OF LAKE HAMILTON**

	<b>25-mile Radius</b>	<b>50-mile Radius</b>	<b>100-mile Radius</b>
Number of Counties	<b>1</b>	<b>7</b>	<b>25</b>
Population in 2019	<b>744,552</b>	<b>4,736,093</b>	<b>10,737,355</b>
10-Year Growth Rate	<b>23.7%</b>	<b>23.4%</b>	<b>19.4%</b>
Labor Force Jan 2021	<b>331,199</b>	<b>2,374,803</b>	<b>5,122,061</b>
Employment	<b>316,760</b>	<b>2,283,079</b>	<b>4,931,911</b>
Unemployment Rate	<b>4.4%</b>	<b>3.9%</b>	<b>3.7%</b>
Average Earnings Per Job	<b>\$47,003</b>	<b>\$55,975</b>	<b>\$53,963</b>

Source: **Stats America Big Radius Tool**

### ***Business Analysis***

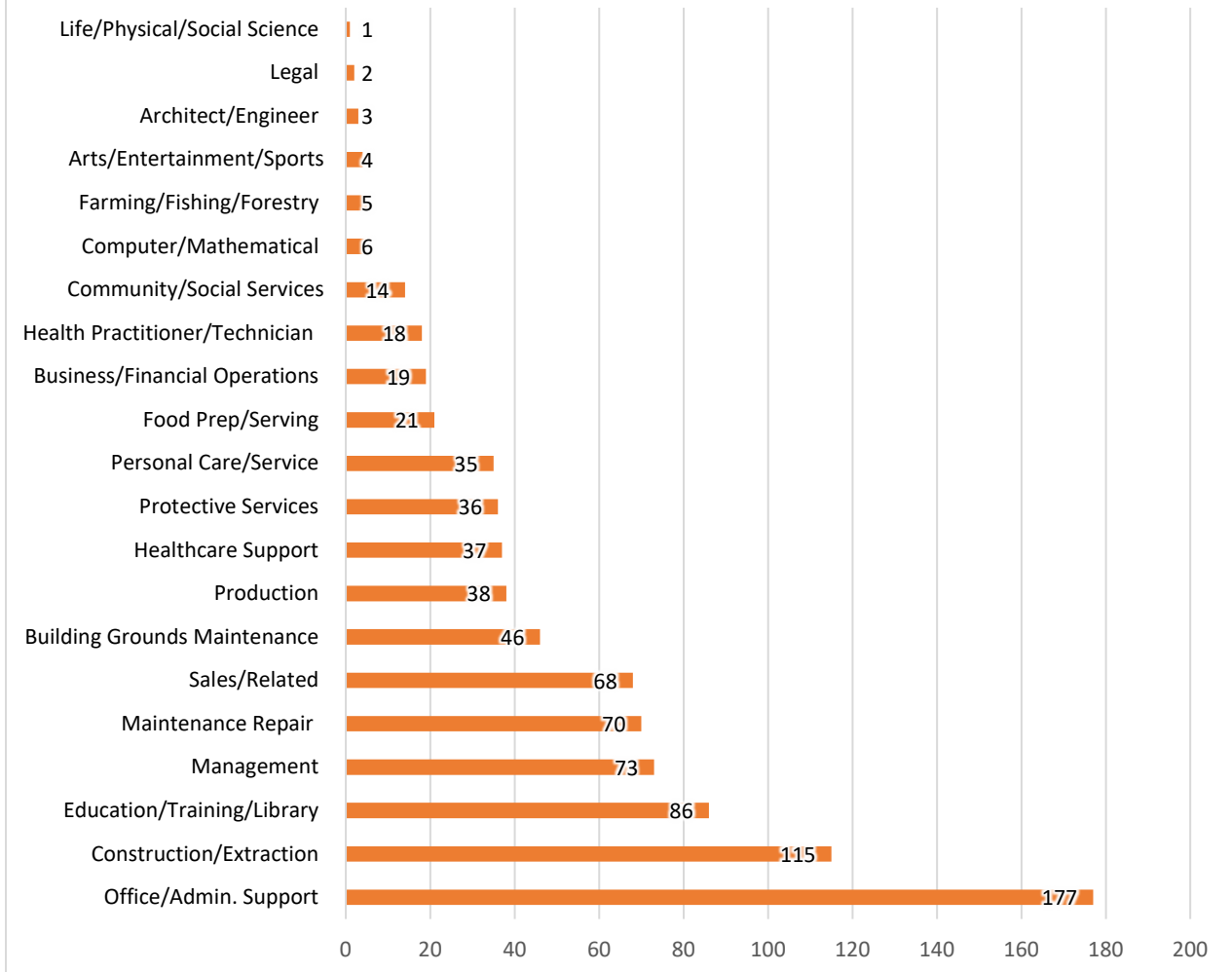
The purpose of the business analysis is to examine the Town’s economic structure, and the distribution of economic activity by industry. The analysis identifies the largest sectors of the Town’s economy and also provides a brief overview of the number of businesses, the market supply and demand. For this analysis, the CFRPC used 2020 Esri Business Analyst, which provides a list of more than 12.5 million US businesses—including the business name, location, franchise code, industry classification code, number of employees, and sales volume. Utilizing the Business and Facility search option, businesses within Town boundaries were identified.

The composition of businesses in the Town has been evaluated using Business Certificates and the North American Industrial Classification System (NAICS) which has largely replaced the former version of the Standard Industrial Classified (SIC) system. Based on NAICs codes, much of the civilian employee population are employed in the following industries:

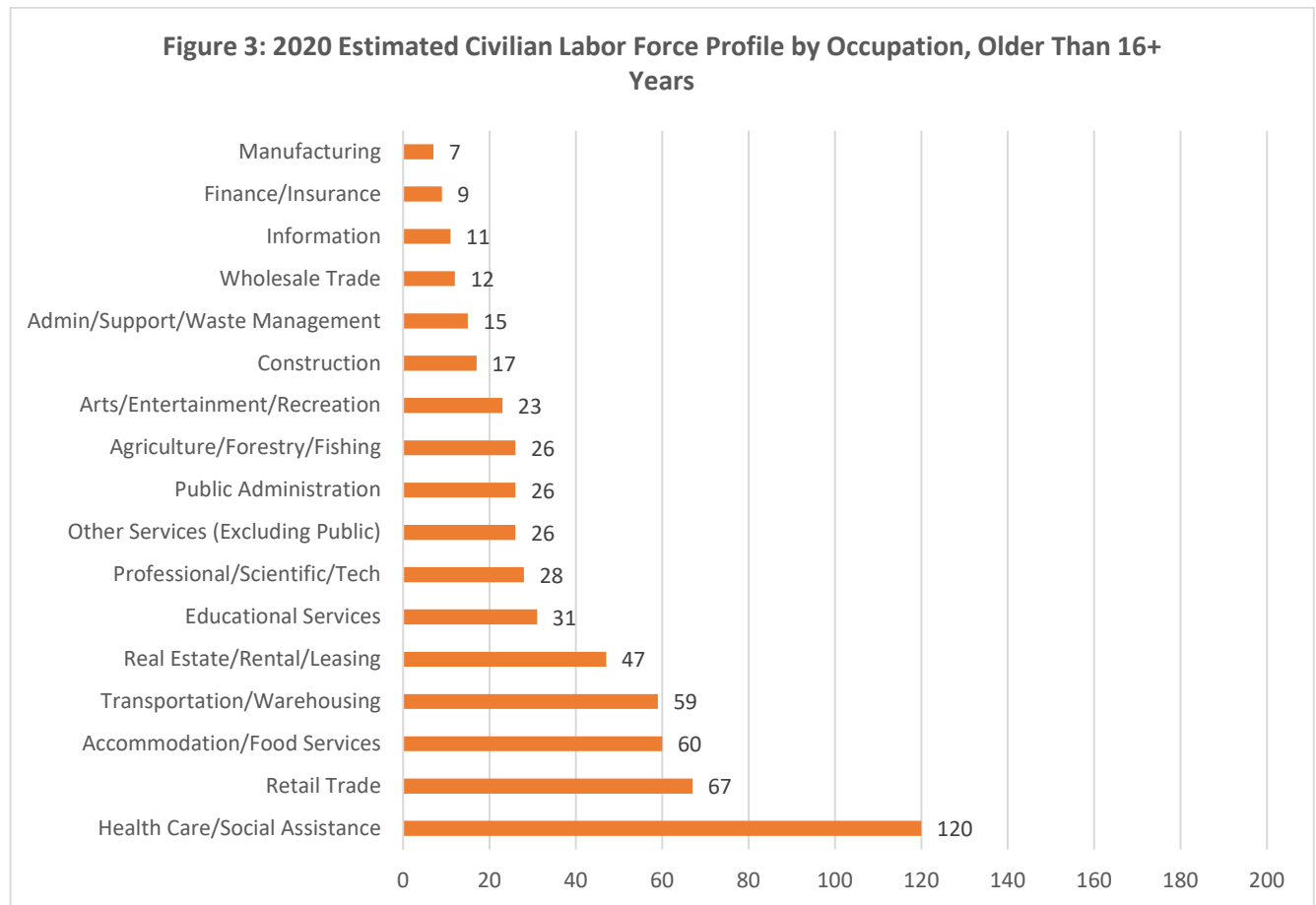
- Retail Trade;
- Construction;
- Manufacturing; and
- Other Services (except Public Administration).



**Figure 3: 2020 Estimated Civilian Labor Force Profile by Occupation, Older Than 16+ Years**



Esri Business Analyst identified 101 employer business establishments within Lake Hamilton with an estimated 591 employees. Much of the employed labor force population in Lake Hamilton older than 16 years of age, is employed in the Health Care/Social Assistance Industry followed closely by the Retail Trade and Accommodation/Food Services Industries as indicated in Figure 3.

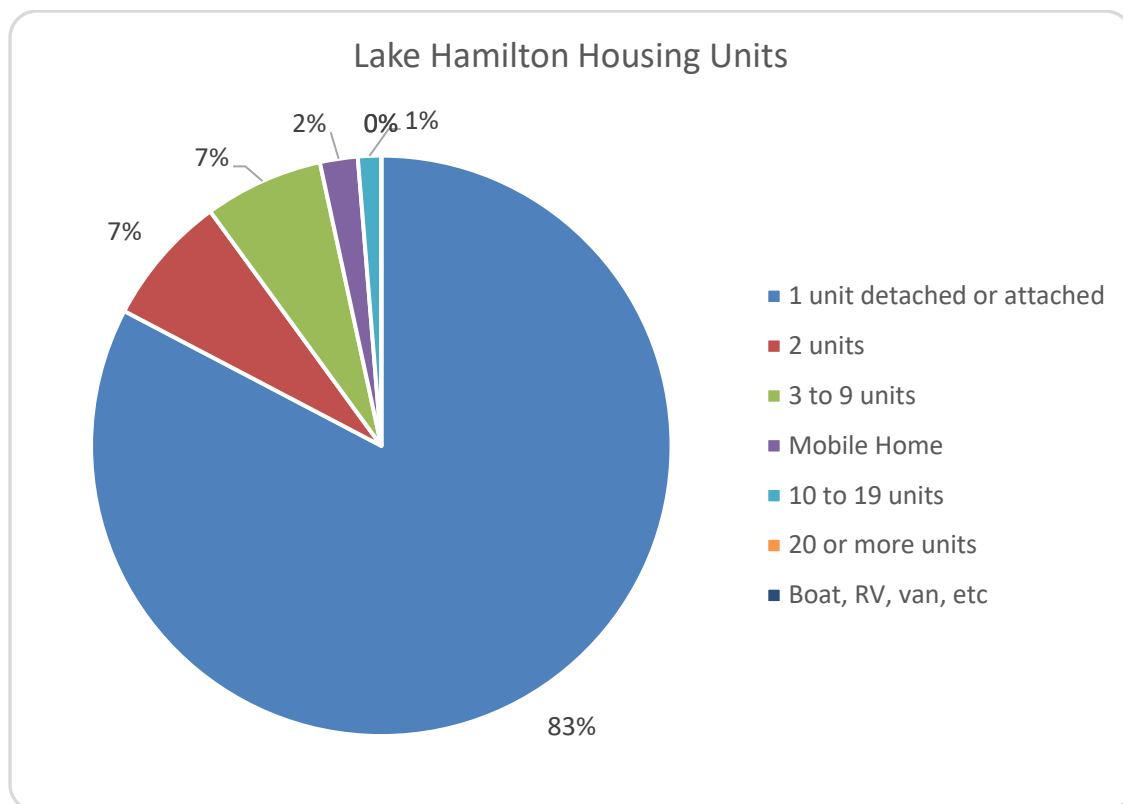


Source: Esri forecasts for 2020 and 2025

The Town of Lake Hamilton has experienced continued population growth. Much of the growth is due in part to the Town's central location, proximity to regional assets, and level of transportation access. One of the challenges identified by Lake Hamilton residents through stakeholder meetings and interviews concerned the retention of young, educated workers and perceived limited opportunities in the Town. The out migration of young, educated adults continues to be of concern both locally and regionally due to the loss of potential economic growth opportunities. Future partnerships with Career Source Polk should be considered to target the retention of Town youth and provide workforce development opportunities within and in close proximity to the Town of Lake Hamilton.

### **Housing**

Housing stock in the Town of Lake Hamilton is primarily single unit, attached or detached (82.7%). Approximately 7.3 percent are duplexes and 6.6 percent of the housing stock includes multiple-family dwellings under 9 units. Lake Hamilton has approximately 2.1 percent mobile homes compared to 21.4 percent for Polk County.



Lake Hamilton has a lower percentage of occupied housing than the county or the state, but a higher percentage of housing occupied by owners than the county or the state. The percentage of vacant units for seasonal or recreational use is significantly lower in Lake Hamilton than Polk County and the State. Approximately 70.3 percent of the Town’s housing stock was constructed prior to 1970 (over 50 years old) versus 34.6 percent for Polk County, and 37.7 percent for the state. The median value of owner-occupied housing is \$164,700 and the median gross rent for occupied units paying rent is \$1,060.

**TABLE 6:  
HOUSING CHARACTERISTICS 2015-2019 AMERICAN COMMUNITY SURVEY 5-YEAR  
ESTIMATES**

	<b>Lake Hamilton</b>	<b>County</b>	<b>Florida</b>
Total Housing Units (ACS estimate)	<b>618</b>	<b>295,456</b>	<b>9,448,159</b>
Occupied	<b>73.9%</b>	<b>79.6%</b>	<b>81.9%</b>
Owner Occupied	<b>87.1%</b>	<b>68.9%</b>	<b>65.4%</b>
Renter Occupied	<b>12.9%</b>	<b>31.1%</b>	<b>34.6%</b>
Vacant	<b>26.1%</b>	<b>20.4%</b>	<b>18.1%</b>
For Seasonal or Recreational Use	<b>29.2%</b>	<b>60.9%</b>	<b>60.0%</b>

## Community & Stakeholder Outreach

Input from community partners, local organizations, businesses and residents is vital in defining the plans needed to develop an economic strategy and disaster resiliency plan for the Town. Community conversations were held, engaging residents and local business owners to identify assets as they look to the future of Lake Hamilton.

### Community Conversations Held:

- Presentations to the Town Council, Planning and Zoning Board, Lake Hamilton Women's Club
- Community Partners' Meeting (December 17, 2020)
- Community Workshop (February 23, 2021)
- Community Visioning Open House (May 13, 2021)

During the period of community engagement, participants were tasked with providing characteristics unique to the Town of Lake Hamilton, identifying assets that may serve as economic opportunities for the Town, and identifying existing challenges that serve as impediments to the overall quality of life for the Town. These conversations are summarized below.

### What do you like best about the Lake Hamilton Community?

The word cloud below reflects how the residents and stakeholders describe the Town of Lake Hamilton. The characteristics of a quiet town, friendly people, safe city, and location as well as the Town's Police Department were identified.





**What changes would you like to see in the Lake Hamilton community? What would you like the town to look like 15 years from now?**

The word cloud below reflects how the residents and stakeholders responded. Comments included more commercial development, more sidewalks, more community event, recreation areas, and trails and parks.



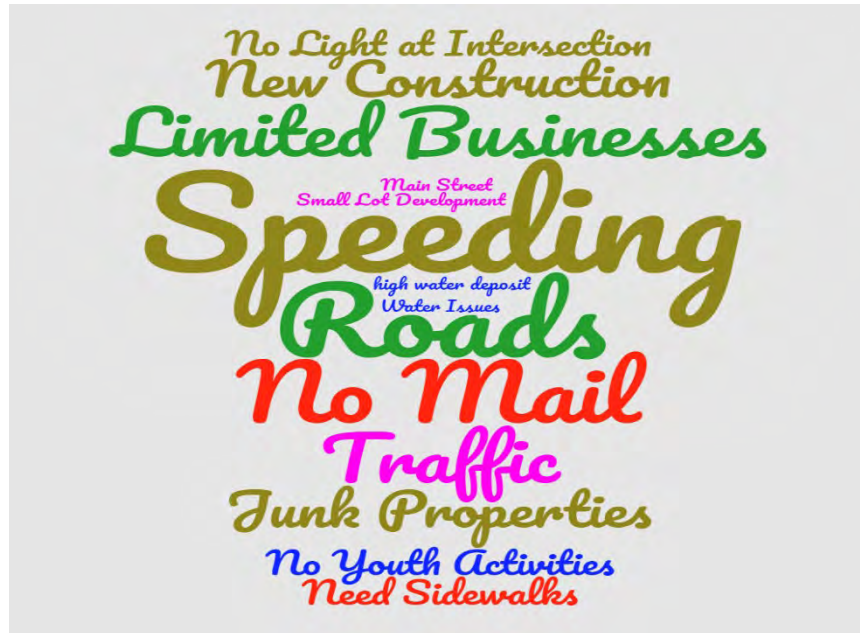
**What is your favorite feature of Lake Hamilton?**

The word cloud below reflects how the residents and stakeholders responded.



### What do you like least about Lake Hamilton?

The word cloud below reflects how the residents and stakeholders responded.



### Is there anything missing from the Town?

The word cloud below reflects how the residents and stakeholders responded.



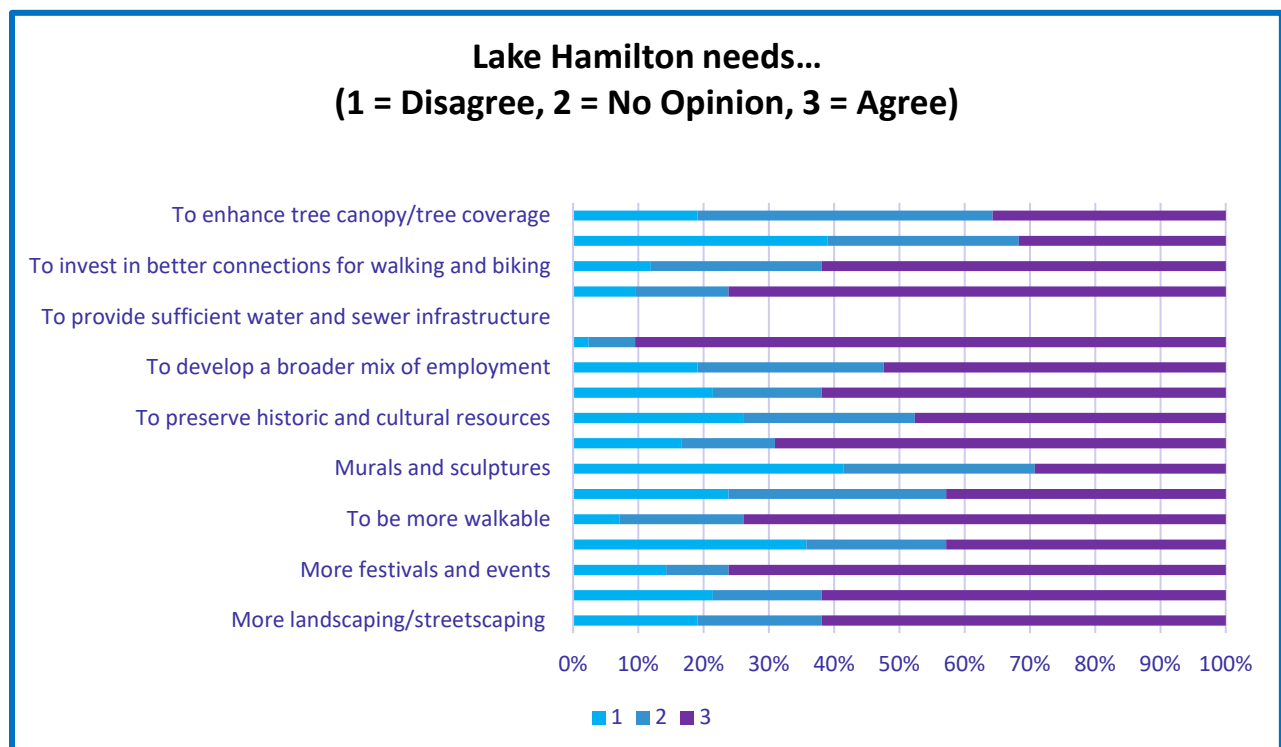
### Does Lake Hamilton need more businesses? If yes, what type?

The word cloud below reflects how the residents and stakeholders responded.



### Lake Hamilton needs...

A summary of survey responses is provided below. This question asked respondents their opinions on the following topics.



## Asset Mapping Exercise

On March 18, 2021, representatives from state and regional agencies partnered with community leaders to review the assets of the Lake Hamilton area. Participants discussed potential opportunities to expand upon the assets in ways that may further economic and community development. The proposed ideas became strategies and goals in this economic development and disaster resiliency plan.

### *Assets and Ideas*

The table below summarizes the assets and action steps going forward.

Asset	Idea	Information & Action Steps
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.	<ul style="list-style-type: none"> <li>- Polk County has established the 2045 Long Range Transportation Plan which includes a “dig once” component policy that requires public and private excavators to coordinate with local government on the installation of extra fiber or conduit whenever ground will be broken in the public right-of-way. Providing a ready-made conduit, installed during construction processes, in support of future expansion substantially reduces the costs of fiber installation.</li> <li>- The Town may partner with FDOT to implement “dig once” as drainage projects are implemented.</li> <li>- Coordinate with FDOT for a future signal at US 27 and Kokomo Road (CR 546 East)</li> </ul>
2. SR 17 (Ridge Scenic Highway)	Capitalize on the presence of the Ridge Scenic Highway as a possible tourist attraction.	<ul style="list-style-type: none"> <li>- The Ridge Scenic Highway runs through Lake Hamilton from Frostproof to Haines City. It is a notable attraction in the County. The vision of the Ridge Scenic Highway Corridor is to “Provide the region a premier destination to experience the scenic treasures of the Lake Wales Ridge, its communities and enhance the economic vitality of the region.”</li> <li>- Identify potential vistas and pull-off points.</li> <li>- Work with the County to develop requirements for the protection of the Ridge Scenic Highway.</li> <li>- Participate in the annual 39-Mile Historic Scenic Highway Yard Sale event.</li> </ul>



Asset	Idea	Information & Action Steps
		<ul style="list-style-type: none"> <li>- Promote extension of the Ridge Scenic Highway Trail as part of the Regional Trail Network.</li> </ul>
3. Small Businesses	Provide resources to small business owners to help expand their business and reach more customers.	<ul style="list-style-type: none"> <li>- An inventory of the web capability/web presence (beyond social media) of local businesses could assist with identifying needs and potential grant opportunities, especially from the U S Department of Agriculture (USDA).</li> <li>- USDA has information regarding small business incubator assistance.</li> <li>- USDA's Rural Business Development Grants have no match requirement and could be used to facilitate rural small business.</li> <li>- Partner with Central Florida SCORE to provide mentoring and educational workshops for businesses in the Town.</li> </ul>
4. Historic Buildings in town	Identify historical structures in the town.	<ul style="list-style-type: none"> <li>- State historical funds may be available to assist with projects targeting historic structures. The Town may benefit from an updated accounting of their historical structures.</li> <li>- The Town has a map of historical structures (mostly privately owned) as part of their Future Land Use map series in the Comprehensive Plan. The Town may coordinate with the Florida Department of State to update this map.</li> <li>- The State Division of Historic Resources offers small grants with no matching requirement. These grants may be used to complete a survey of historic structures and update the map of historic</li> </ul>

Asset	Idea	Information & Action Steps
		<p>structures in the Future Land Use map series in the Comprehensive Plan.</p> <ul style="list-style-type: none"> <li>- The Town could develop an ordinance to designate the downtown as a Historical Downtown.</li> </ul>
5. Lake Hamilton Parks	Improve and expand parks to offer residents and visitors more recreational amenities.	<ul style="list-style-type: none"> <li>- The town has several parks ranging from tribute/open space to a park on Lake Hamilton that includes a boat ramp.</li> <li>- Work with developers and Dundee and Lake Wales to plan for a rails-to-trails corridor that will run through downtown Lake Hamilton.</li> </ul>
6. Lake Hamilton	Improve Sample Park on Lake Hamilton to include restrooms.	<ul style="list-style-type: none"> <li>- There may be grants that can assist Including FRDAP, WMD, and the Coastal and Heartland National Estuary Partnership.</li> </ul>
7. Vacant land	Continue to work on a town master plan with the Town's planning consultant.	<ul style="list-style-type: none"> <li>- There may be funding available through community planning technical assistance grants to assist with this effort.</li> </ul>
8. Available industrial land	Expand and attract new businesses for available industrial land	<ul style="list-style-type: none"> <li>- The Central Florida Development Council is coordinating with large businesses to have a positive impact on the town.</li> <li>- Create a brochure to identify available property for future development opportunities.</li> </ul>
9. Agricultural Lands	Embrace the agricultural lands that exist and provide enhancements for the continuation of agricultural uses in the Town.	<ul style="list-style-type: none"> <li>- Work with the citrus industry in the Town to create an information stop/small pick-farm to highlight the importance of the citrus industry in the Town, County, and Region for a tourist stop.</li> <li>- Review the Comprehensive Plan and Land Development Code to ensure provisions are in place to balance the development of land with the protection of agricultural land to preserve the small town feel of the Town.</li> </ul>

## Action Steps

The purpose of the Town of Lake Hamilton Economic Development and Disaster Resiliency Plan is to measure the Town's progress against action steps that would benefit from increased stakeholders support and to use the plan to bring together assets, resources and organizations to work collaboratively to address challenges and opportunities for the Town. The Plan will serve as a road map for actionable innovation strategies, based on current economic conditions and available resources.

The Plan is founded on the following action steps. These steps may be used to guide the Town's future public investment and policy decisions in order to provide greater disaster resiliency and generate economic growth, while supporting and strengthening local businesses and increasing the number of jobs.

### *Build Stronger and Safer*

#### **Planning and Design**

- The Town should work to strengthen systems that provide continuity and recovery.
  - The Town should create/update Emergency Response plans.
  - The Town should update safe evacuation route plans periodically.
- The Town should protect key assets from disturbance.
  - The Town should create, periodically update, and keep on file an assessment and inventory of the infrastructure throughout the Town.
  - The Town should encourage the regular maintenance and upkeep of private septic systems.
  - The Town should consider sewer line infrastructure.
  - Sustainable water capture systems should be investigated to provide a diversity of systems for securing water.
  - Living spaces should continue to be elevated above base flood level with state and federal assistance.
  - The Future Land Use Map series should identify a Priority Development Area to guide development into the land that is best suited for development.

### Enhance Local Ecology

- The Town should work to ensure that the surrounding ecological system should not be irrevocably degraded.
  - Native plants should be used whenever possible in required landscaping replanting.
  - Native plants should be utilized for all landscaping on public properties and along public rights-of-way.
  - Pursue bulk buying programs for selected seeds or seedlings to secure lower prices for Town properties and residents.
  - The Town should establish a demonstration garden by Town Hall to demonstrate native plants and plantings that can be utilized in Lake Hamilton. This can be completed with a partnership from the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS) Master Gardeners.

### Enhance Local Assets

- Protect and enhance Lake Hamilton's existing small-town and rural character.
  - Preserve open space and scenic vistas along State Road 17 (Scenic Highway) and other gateways into the Town.
  - Identify, protect, and encourage the preservation and rehabilitation of existing historic resources.

### Street Trees

- The Town of Lake Hamilton recognizes the importance of landscaping and tree canopy as essential to the environmental and economic viability of its community. In an effort to enhance the publicly accessible outdoor areas and stem the loss of tree canopy suffered as a result of Hurricane Irma, the Town has actively applied for landscape redevelopment grants. The Town of Lake Hamilton applied for and secured the 2020 Urban and Community Forestry Grant through the Florida Department of Agriculture and Consumer Services to provide the installation of a Florida-Friendly Landscape to the Town's newly remodeled town hall and police department.
  - Well placed and maintained street trees have the potential to transform the perception of residents and passers-by alike.

- In benefit to the bucolic nature of Lake Hamilton, the installation of street trees has been linked to decreased auto speeds, lower crime and a has positive correlation with retail shopping. Additionally, there is research from the United States Department of Agriculture showing the influence that street trees have on property values.

## Town of Lake Hamilton Conceptual Landscape Planting Guide



*This landscape concept design has been produced by Polk County Master Gardener Volunteers, under the supervision of Julie Schelb, Florida-Friendly Landscape™ Program Coordinator, through the Polk County UF/IFAS Cooperative Extension.*



## Resiliency

- Lead, support, and train community liaisons to build and sustain individual and neighborhood preparedness, to include individuals with disabilities and others with access and functional needs, and individuals with limited English proficiency or non-English speaking.
- Collaborate with volunteer, nonprofit and private organizations to establish community working groups to serve as community and neighborhood liaisons.
- Work with community/neighborhood liaisons to identify hazards, risks, and mitigation strategies, to include evacuation routes.
- Mitigate vulnerability to operational challenges during disasters through comprehensive planning, a more empowered workforce, and improved facilities and technology.
- Identify essential infrastructure, services and resources necessary during a disaster and, to the extent possible, have contracts and/or Memorandum of Understandings in place.
- Pre-stage critical equipment (i.e. shelter materials, roads equipment, etc.) at strategic, designated sites throughout the Town.
- Participate in the update of the County's Continuity of Operations Plan (COOP) assuming that the County will need to function effectively and independently without state or federal resources for at least 72 hours.
- Protect Town information, data, and communication infrastructure.
- Work with private utility providers to identify solutions to harden infrastructure and cope with destroyed utilities in a disaster.

## Economic

- Access to essential services plays a critical role in the viability of small and rural communities. Through community conversations, the residents of the Town of Lake Hamilton expressed a strong interest in securing additional amenities as access to neighborhood businesses are limited to convenience based retail. Residents identified Food and Restaurant, Entertainment, and Personal Care focused retail, as preferred target businesses for the towns center location.
- There may be opportunities to support the community through neighborhood focused retail or "mom and pop" stores. With this in mind, by securing smaller, locally owned companies a successful retail environment could be fostered in the Town of Lake Hamilton, enhancing economic opportunities, and contributing to the town's brand image.

- Support local businesses (current and future) by ensuring access to resources, developing partnerships, and providing entrepreneurial support.
  - Assist public and private organizations in accessing economic recovery loans and work with state and federal agencies, local banks, credit unions, and alternative lenders to support business lending and grants to qualified businesses and provide information in English and Spanish.
  - Support “Open for Business” marketing effort and other targeted marketing efforts to let residents and visitors know that the Town is up and running.
  - Partner with Polk County Tourism and Sport Marketing and other partners to implement an economic recovery marketing campaign.
  - Support shop local marketing efforts to increase public awareness of the economic benefits of shopping local.
  - Collaborate closely with the agricultural community to identify specific economic recovery needs and programs.
  - Expand broadband infrastructure across the Town and County.
  - Partner with Central Florida SCORE to provide mentoring and educational workshops for businesses in the Town.

# Strategies

The Town of Lake Hamilton is located along the US 27 corridor in east central Polk County, and due to its location and developable land, the town is well positioned for economic growth. With the population of Polk County continuing to grow, a coordinated effort is needed to determine how best to accommodate the future growth and transportation needs of area. Additional capacity on both the state and local road systems should be considered to support future growth and travel demands in the Town of Lake Hamilton and the six adjacent municipalities.

The Economic Development and Disaster Resiliency Strategy measures the Town of Lake Hamilton's progress against goals, to identify strategies and activities that would benefit from increased stakeholder support. The following economic development strategies were developed based on market analysis, and community outreach efforts highlighted in the resiliency plan. The strategies provide a framework for the development of economic initiatives and new business creation and may be utilized to bring together future resources, assets, and partner organizations to overcome existing challenges.

The goals are designed to guide the towns future public investment and policy decisions, in order to provide greater disaster resiliency and generate economic growth while supporting and strengthening local businesses and increasing job numbers. The Town will be better positioned for targeted new business attraction through the engagement of stakeholders in business and economic development and the identification of a strategic approaches to development.

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

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

### Policy and Program Strategies:

- a. Market cultural and historic assets as attractions.
- b. Develop events and or walking tours to highlight and complement the heritage of the area.
- c. Actively preserve existing and historic buildings and other structures of historical significance.
- d. Partner with Polk County to expand, enhance and maintain public docks and other facilities where feasible.
- e. Install signs, markers, and monuments to raise public awareness of significant structures or events in the community.
- f. Strengthen Lake Hamilton's image through the establishment of a clear community identity and sense of place.
- g. Collaborate with neighboring Chambers of Commerce to market and publicize special events and recreational opportunities.
- h. Complete a Town of Lake Hamilton marketing and information package, utilizing the findings of the Economic Development & Disaster Resiliency Strategy.

- i. Coordinate with Central Florida Tourism and Sports Marketing to promote and market access to Lake Hamilton as one of the largest lakes in Polk County and a major recreational and tourism asset.
- j. Create a Lake Hamilton-focused guide to include maps identifying historical points of interest, annual event schedules, contact numbers, and other pertinent information.

### **Strategy Details**

Marketing and community branding are critical parts of building new business creation, which results in neighborhood quality of life improvements. In order to successfully position the Town of Lake Hamilton to attract talent in the way of new business, the towns marketing efforts should be expanded. Lake Hamilton's available marketing is currently limited to early historical information. The Town of Lake Hamilton's *Economic Development & Disaster Resiliency Strategy* provides key economic data relative to Lake Hamilton's diverse population, existing community assets and quality of life. Incorporating the strengths of Lake Hamilton's economy, quality of life, and projected growth identified in the analysis provides for an opportunity to actively market to the business community and produce a focused set of marketing materials.

The Town of Lake Hamilton is nearing its centennial year, which presents a unique opportunity to leverage the town's diverse and exciting history and celebrate its distinct community assets. There may be opportunities available to elevate the town's character through the creation of a historic district, given the historical structures present in the town. A historical survey should be performed to catalog historic resources in the area, the outcome of which could serve as a building block for the development of a strong neighborhood identity. Additionally, consideration should be given to a long-term marketing and communication campaign to establish the community brand, and educate and engage the towns target audience. Sustained marketing efforts through community partnerships would be essential in the effort to establish the town brand and communicate assets.

## **7. Support and Expand Opportunities for Existing Local and New Businesses**

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

### **Policy and Program Strategies:**

- a. Establish an annual business survey.
- b. Develop an online business directory of services and resource guide.
- c. Coordinate with CFDC to expand upon community awareness and website presence.
- d. Perform an inventory of all non-residential properties to determine best and highest use.
- e. Facilitate connections to other entrepreneurs, support networks, and other helpful resources.
- f. Develop a webpage dedicated to the Town of Lake Hamilton's economic development and marketing initiatives.
- g. Consider establishing an economic development committee and or team focused exclusively

on supporting new and existing businesses in Lake Hamilton.

- h. Facilitate collaborative partnerships with neighboring municipalities, chambers of commerce and economic development organizations to further the towns economic vision.



### Strategy Details

The Town of Lake Hamilton's leading strength in support of future economic growth includes its central location, proximity to regional assets, and level of transportation access. This mix of assets provides for an ideal local economy for starting and growing new businesses. Collaborative efforts with the Central Florida Development Council (CFDC) to expand upon economic data and community assets available on their webpage, would be beneficial.

The Town does not have a Chamber of Commerce exclusive to the area, however the town does collaborate with neighboring Chambers to provide business development opportunities and advocate for important issues impacting businesses. In an effort to deliver business support services on a wider scale, it may be beneficial to implement an economic development committee specific to the Town of Lake Hamilton utilizing residents, established neighborhood groups and community organizations with the goal of engaging businesses, and establishing a vision for the town. The committee concept approach provides for the opportunity to build local capacity, employ a micro level approach to economic development and allows for a formalized mechanism to support and promote private sector investment.

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

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

### Policy and Program Strategies:

- a. Establish an Economic Recovery Team.
- b. Establish disaster information networks.
- c. Connect local business to short- and long-term financing opportunities post disaster recovery.
- d. Build organizational capacity for economic recovery through the establishment of an economic recovery team.
- e. 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.

### Strategy Details

The Town of Lake Hamilton has endured various disaster related disruptions. For the first time in recent history, however a global pandemic (COVID-19) has disrupted the economy, greatly impacted operations, and highlighted regional disparities. In response to COVID related social distancing measures, many workplaces made the decision to switch to remote work, and mandated school closures were implemented which shifted classes and assignments online. This shift to remote work, exposed vast inequities in internet access, reliability, and speed with rural areas being particularly vulnerable to disruptions. Residents of the Town of Lake Hamilton expressed technology gaps that have

impacted their ability to work from home and learn remotely due to issues pertaining to internet reliability. Local business owners within the town have also expressed frustrations due to disruptions in service caused by network issues and the increase in internet traffic, further highlighting the importance of internet speed and reliability in the Town.

The Town of Lake Hamilton is particularly vulnerable to operational challenges during disasters, due to limited capacity. In an effort to mitigate future physical, economic, and or social disruptions, the development of a town recovery team should be considered. The recovery team would work closely with chamber and economic development organizations to ensure coordinated messaging as well as engage the County emergency support function pre and post disaster, to better assist local businesses and residents during the recovery phase.

The pandemic and its impacts have elevated the critical role of broadband access and its impact on a community's ability to be resilient and remain competitive. Network capacity and reliability remain vital components of economic resiliency and are necessary for continuity of services. The national attention placed on broadband infrastructure improvements represents a significant opportunity for the Town of Lake Hamilton to develop targeted initiatives to enhance internet access, reduce vulnerability to disaster related impacts, and drive innovation and job creation.

## **9. Explore Economic Development Funding Opportunities**

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

### **Policy and Program Strategies:**

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

### **Strategy Details**

In an effort to establish a competitive posture and create jobs and wealth, many communities provide access to financial incentives. In order to support targeted economic growth, it may be beneficial to consider the development of finance tools to both expand capital availability for economic development and fund targeted programs or projects. Beyond financial incentives, the provision of technical assistance focused on the reduction of development costs should be considered, to expand the town's economic development tool kit. Expedited permitting for example could be employed with little to no financial investment.

The Towns' goal to improve the economic well-being of the community includes efforts to facilitate quality job creation, expand the tax base and accelerate quality of life enhancements. To enrich efforts to meet this goal, administrative support in the way of the addition of a grant administrator should be considered. The recruitment of a grant administrator allows for capacity assistance, the coordination of activities surrounding the development and management of grants and provides for additional opportunities to explore various assistance programs and funding opportunities.

## **10. Business Attraction and Economic Development**

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

### **Policy and Program Strategies:**

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

### **Strategy Details**

The Town of Lake Hamilton does not have a representative economic development organization. Instead, the town secures support in the way of retention and expansion assistance from the Central Florida Development Council (CFDC), which serves as the overarching economic development organization for Polk County. In an effort to advance current business development initiatives, establishing a local economic development committee and or team, as previously indicated may be beneficial.

The successful development of an economic development committee will require continued partnerships with public and private agencies, and provide for the opportunity to build relationships and find creative and sustainable ways to encourage and enhance new business creation. The *Economic Development & Disaster Resiliency Strategy* plays an important role as a partnership tool, allowing collaborators to work together and coordinate efforts in preparation for economic development opportunities. Leveraging a local economic development committee provides for an opportunity to market the community, facilitate public and private relationships, and build capacity for economic development activities that further the prosperity of Lake Hamilton and its residents.

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**RESOLUTION NO. R-2022-01****A RESOLUTION OF THE TOWN OF LAKE HAMILTON  
FLORIDA APPROVING THE TOWN OF LAKE HAMILTON  
ECONOMIC DEVELOPMENT AND RESILIENCY PLAN.**

**WHEREAS**, the Competitive Florida Partnership Grant program allows communities to undertake an asset-based, community-driven approach to writing an economic development strategy; and

**WHEREAS**, the Town of Lake Hamilton is adjacent to the Town of Dundee and is in close proximity to the City of Winter Haven and the City of Haines City; and

**WHEREAS**, developments crossing into adjacent municipal limits present challenges for the Town to address the provision of infrastructure and utilities as well as design standards; and

**WHEREAS**, through the Competitive Florida Partnership Grant, an economic development strategy has been drafted which identifies assets in the Town and surrounding areas and a path forward in coordination with surrounding jurisdictions; and

**WHEREAS**, as part of this effort the Central Florida Regional Planning Council has facilitated an asset-based, community-driven approach to prepare an economic development and resiliency plan for the Town of Lake Hamilton; and

**WHEREAS**, the economic development program recommendations identified in the plan were established based on economic analysis and community outreach efforts; and

**WHEREAS**, the plan provides economic data relative to Lake Hamilton's population, community assets and quality of life that may be used to build brand growth through marketing and community participation; and

**WHEREAS**, through the implementation of an economic development committee the Town of Lake Hamilton may be able to support and expand opportunities for local businesses, and develop a business-friendly culture; and

**WHEREAS**, to engage the community in disaster preparedness and mitigate future disruption the development of an economic recovery team should be considered; and

**WHEREAS**, to support targeted economic growth, it may be beneficial to develop finance tools and explore additional funding opportunities to expand capital availability for future projects; and

**WHEREAS**, advancing upon the progress of a local economic development team the Town should include a focus on existing companies and involve partnerships with public and private organizations and community leadership; and



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

- To adopt the Town of Lake Hamilton Economic Development Strategy and Resiliency Plan.

**INTRODUCED AND PASSED** at the regular meeting of the Town Council of the Town of Lake Hamilton, this 11th day of January 2022.

**TOWN OF LAKE HAMILTON, FLORIDA**

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
HEATHER R MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____

January 5, 2022

Proposal No. LAKHA21011P

Ms. Sara Irvine, Town Clerk  
Town of Lake Hamilton  
Post Office Box 126  
Lake Hamilton, Florida 33851

**RE: SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT – PHASE 1 WASTEWATER TREATMENT FACILITY DESIGN**

Dear Ms. Irvine:

We are pleased to submit two (2) copies of this Agreement to the Town to provide consulting engineering services for the referenced Project. This Agreement describes our scope of services to assist the Town with preparing design and bidding documents for a new Wastewater Treatment and Disposal Facility in accordance with Town Council's December 28, 2021 decision to proceed with building a new WWTF to provide service to several new residential developments, the Town's State Revolving Fund (SRF) Project, and others.

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

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

Sincerely  
**Pennoni**



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



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

**PENNONI PROPOSAL NUMBER LAKHA21011P**

**SUPPLEMENTAL AGREEMENT TO CONTINUING AGREEMENT**

**By and Between**

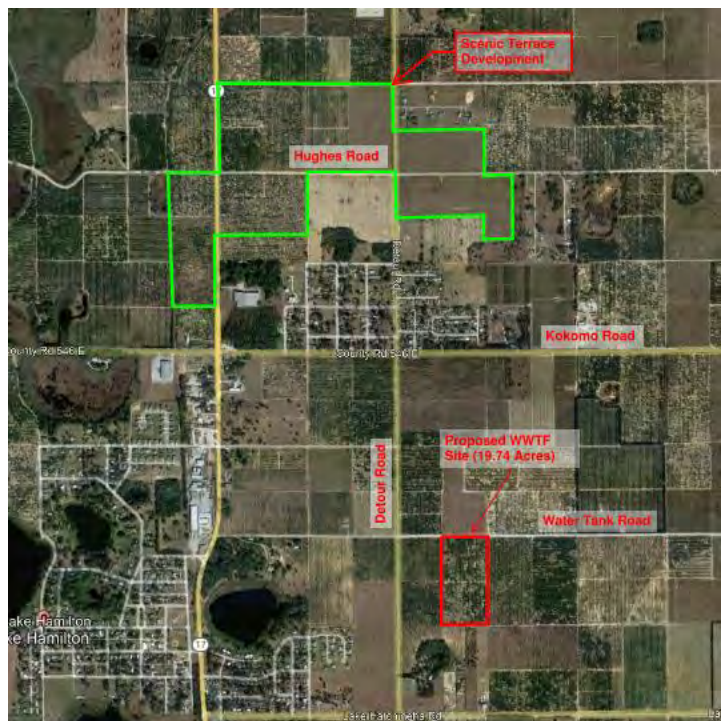
**TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES**

**Project**

**PHASE 1 WASTEWATER TREATMENT FACILITY DESIGN**

- 1.0 GENERAL:** This is Supplemental Agreement LAKHA21011 to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.
- 2.0 EMPLOYMENT:** The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.
- 3.0 PROJECT BACKGROUND AND DESCRIPTION:** The Town of Lake Hamilton (Town) does not currently own and operate a Wastewater Treatment Facility (WWTF), which has resulted in a historical reliance on on-site septic tank systems, greatly limiting economic development potential. As a result of a number of proposed residential land development projects within the Town requiring wastewater treatment service, the Town has decided to pursue constructing a new WWTF to provide stable long-term treatment options to facilitate future development.

The Town recently acquired a 19.7 acre parcel of property northeast of Town Hall along Water Tank Road to construct a new WWTF. This parcel sits on the



Lake Wales Ridge and currently has a land use consisting of actively managed citrus grove. Prior to purchasing this property, the Town tasked Pennoni with performing a preliminary site evaluation and undertaking a conceptual WWTF planning effort to help identify potential development challenges and develop an initial implementation roadmap. On December 28, 2021 the Town Council adopted Pennoni's Preliminary Engineering Report (PER) and the associated recommendations, which will be used as the basis to implement this Project. The Town desires for Pennoni to perform design, permitting, and bidding services for a 200,000 gpd Phase 1 WWTF to position the Town to be able to advertise for bids to construct the new facility.

**4.0 ASSUMPTIONS:** The scope of work described herein is based on the following assumptions:

**4.1 General:**

- The 19.7 acre parcel recently purchased by the Town will be utilized for wastewater treatment and disposal.
- Design flows will be 200,000 (Phase1) with 400,000 gpd anticipated for Phase 2.
- A minimalistic approach is desired by the Town for Phase 1 to meet budget and schedule limitations (limited oversizing of piping/facilities, temporary office, unpaved road, etc.).
- A packaged WWTF is desired to help reduce the extent of design and implementation schedule.
- A rectangular pre-cast post tension concrete packaged WWTF, utilizing a 2-stage biological nutrient removal modified Ludzack-Ettinger (MLE) Activated Sludge Process, will be utilized as the Basis of Design.
- Design criteria will be provided in the design/bidding documents where feasible to establish performance standards for the WWTF vendor and/or contractor to meet (packaged plant, electrical, etc.).
- Town desires to be able to accept wastewater flows within 15 months (April 1, 2023).
- Initial treatment – Town will coordinate temporary storage and hauling of initial wastewater flows for off-site treatment as needed until flows are high enough to make it feasible for on-site treatment and disposal.
- The Town will secure funding from all necessary sources, provide timely reviews, promptly process required approvals, etc. to prevent Project delays.
- Coordination with the FDEP State Revolving Fund (SRF) program, 3<sup>rd</sup> party entities, and ongoing septic-to-sewer Project is not included in this scope.
- The Pennoni Preliminary Engineering Report dated December 21, 2021 will serve as the overall Basis of Design where feasible.

**4.2 WWTF Process Components:**

- Static screening and flow equalization.
- Activated sludge plant – anoxic, aeration, clarification, and sludge digestion.
- Post anoxic and aeration.
- Effluent chlorine disinfection.
- Effluent disposal via two Rapid Infiltration Basins (RIBs).
- Sludge handling and disposal – via sludge thickening and liquid sludge disposal via truck.

- Power Supply – 480-volt service, incoming service and distribution pad with canopy, and emergency generator with pad. Contractor will apply for and arrange for the power service from the applicable provider.
- Controls - Phase 1 equipment to be controlled in local electrical enclosures. The enclosures will house motor starters, automatic controls, instrument signals, and alarm relays.
- Remote process information and alarming will be made thru a cellular auto-dialer (no SCADA).
- The Plant Operations Building will house the control operator's station, office space, laboratory bench and sink, and a toilet room. A previously owned office mobile trailer will be refurbished for this purpose. A small grinder station will be used to service the laboratory sink and toilet room.

#### **4.3 Site Improvements:**

- Access road – stabilized unpaved road to be provided.
- Site lighting, grading, and minimized stormwater management infrastructure for treatment facility area.
- Clearing and grubbing and fencing – to be minimized to treatment equipment and RIB construction areas (not entire site).

**5.0 PURPOSE:** The purpose of this Agreement is to authorize Pennoni to provide the services described in Section 6.0 herein for the fee described in Section 7.0 herein.

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

#### **6.1 Preliminary Design Phase:**

**6.1.1 Kick-off meeting:** meet with Town staff to confirm the objectives and scope of work for the proposed project.

**6.1.2 Boundary and Topographic Survey:** Perform field work and prepare a 1-foot topographic, improvements, and boundary survey of the 19.7 acre WWTF site (Parcel numbers 272815-000000-043040) to be used as the basis of design for this project. Features to be depicted include but not limited to, boundary and rights-of way lines, easements, encumbrances, invert elevations for accessible stormwater and sewer utilities, tree line edges, pavement markings, roadway signage, FEMA and FIRM map flood hazard areas, underground utilities flagged by others, soil boring locations.

**6.1.3 Power Easement Legal Description(s):** Upon the Town defining the scope of the proposed power line easement, prepare a legal description and sketch to assist the Town in preparing an easement agreement.



**6.1.4** Geotechnical Exploration and Design Report: Coordinate with our geotechnical engineering subconsultant (Universal Engineering) to evaluate the suitability of existing soils for foundations for large onsite proposed structures, Rapid Infiltration Basins (RIBs) for effluent disposal, stabilized access roads, and surface water management improvements. Field services will generally include conducting soil borings and/or enhancement of previous soil borings, installation of piezometers, and laboratory/field permeability testing as reasonably necessary as follows:

- Three (3) Standard Penetration Test (SPT) borings along the access driveway to a depth of 15 feet BLS
- One (1) SPT boring within the footprint of the proposed WWTF packaged Plant to a depth of 50 feet BLS.
- Extend previous borings B-01, B-02, B-04, and B-05 from 75 feet to 150 feet BLS
- Install piezometers at the four (4) deep boring locations for subsequent use to measure groundwater levels.

Geotechnical engineer will prepare a Design Report to summarize their findings and recommendations for inclusion in the FDEP Design Engineer's Report for the Permit application.

**6.1.5** Basis of Design Memorandum: Prepare a Basis of Design (BOD) Summary Report for Town review and approval, which will:

- Present the design concept and configurations for the Phase 1 WWTF improvements
- Present design criteria and unit process sizing
- Define the desired equipment brands and manufacturers to be included on the Contract Documents
- Incorporate any Town comments
- Serve as the Design Report required for the FDEP Construction Permit

**6.2** **Environmental Phase:** Pennoni will coordinate with our Environmental sub-consultant (Austin Environmental) to conduct the services described below.

**6.2.1** Pedestrian Sand Skink Survey: Conduct a site review to visually observe the areas of open sand for sand skink tracks and other areas that could be deemed unsuitable by the US Fish and Wildlife Service (USFWS).

**6.2.2** Formal Sand Skink Cover Board Survey: Prepare and submit a Technical Assistance Letter to the FWS to obtain concurrence on the proposed coverboard survey methodology. Subsequently, upon acceptance, conduct a formal survey for the Federally-listed, threatened sand skink in accordance with the USFWS Survey Protocol for Peninsular Florida (July 31, 2020). In accordance with protocols, attempt

to place forty (40) coverboards (2'x2'x2' plywood) per acre throughout the areas with apparent suitable habitat (ie vegetation density may preclude some boards). Coverboard locations will be numbered and recorded using a GPS device, along with any observed skinks or tracks. Following a 7-day acclimation period, each coverboard will be lifted and checked for tracks once per week for 4 consecutive weeks. Upon completion of the cover board survey, a report will be prepared to summarize the findings. If no skinks are discovered, construction is anticipated to be able to proceed thereafter.

**6.2.3** USFWS Sand Skink Consultation: In the event sand skinks are discovered and the Town wishes to avoid mitigation, subsequent to the cover board survey, prepare and submit a draft Habitat Conservation Plan (HCP) document to the FWS to outline the Project purpose, biological goals, anticipated impacts, avoidance and mitigation measures, conservation measures, and an alternative analysis, inclusive of results from the formal coverboard survey. During the draft HCP review, attend field review(s) with USFWS staff and respond to RAI's. Following staff approval, prepare the Final HCP document and an associated Incidental Take Permit application for subsequent processing of the final Biological Opinion.

**6.2.4** Sand Skink Mitigation Initiation: Concurrent with the Biological Opinion task, coordinate with available sand skink conservation banks (in case it is necessary to mitigate) to obtain quotes, and obtain a purchase agreement by the selected bank for consideration by the Town. A letter of reservation for sand skink mitigation will be submitted to the USFWS to complete the process (as applicable).

**6.2.5** Updated Gopher Tortoise Survey: Perform an updated gopher tortoise survey to confirm the number of active gopher tortoise burrows on the Project site, which will then require permitting and relocation.

### **6.3 Permitting Phase:**

**6.3.1** FDEP Construction Permit: Prepare an FDEP Construction Permit Application for the proposed facilities which will include a Design Report (for treatment plant and RIB capacity improvements) and groundwater monitoring plan as required by FDEP which will summarize detailed design information for the proposed improvements. Submit the completed permit application to FDEP. We will respond to FDEP questions or one Request for additional Information.

**6.3.2** FDEP Letter of Inquiry: Prepare and submit an Environmental Resource Permit (ERP) letter of inquiry to show proposed minor drainage plan and site layout revisions for the new facility

**6.3.3** Gopher Tortoise Relocation Permit: Based on the results of the updated gopher tortoise survey, prepare and submit a Gopher Tortoise 10 or Fewer Burrows Permit

application to the Florida Fish and Wildlife Conservation Commission for approval. It is anticipated the one tortoise will need to be removed and relocated to a recipient site (approximate \$6,000 recipient charge per reservation to be paid by the Town). Additionally, the Town will be responsible for paying for the backhoe excavation and relocation effort to a 3<sup>rd</sup> party (approximately \$4,000 per day charge).

**6.4 Design Phase:** Pennoni will prepare design documents as described below.

**6.4.1 Construction Documents:** Prepare Bidding and Construction Level Documents for this Project (The Construction Documents will consist of the Construction Plans and a Project Manual, which will include the Technical Specifications, Bid Proposal, Construction Contract, and other 'Front End Type' documents, in accordance with the Town's procurement requirements. Construction Drawings will include Civil, Mechanical, and Electrical design plans and performance criteria to help construct the proposed improvements. The Construction Documents will include content typically required by the FDEP CWSRF for approval of the documents including but not limited to FDEP CWSRF Special Conditions, Davis Bacon wage determination provisions, and American Iron and Steel provisions.).

**6.4.2 Hydrogeological and Groundwater Monitoring Plan:** Evaluate hydrogeological and geotechnical data from the preliminary design phase and perform hydrogeological modeling to determine applicable percolation rates and RIB design capacity; prepare design report and design plans for RIBs; and prepare groundwater monitoring plan notification to support FDEP Wastewater Permit Modification Application

**6.4.3 City Reviews:** At the 90% completion milestones, submit one (1) set of drawings and project manual to the Town for review and comment for technical and legal sufficiency and meet with the Town to review and discuss the submittal, and at the 100% completion milestone, submit one (1) set of the Construction Drawings to the Town for final acceptance.

**6.4.4 Opinion of Probable Cost:** At the 100% completion milestone, prepare an opinion of probable construction cost and submit it to the Town

**6.4.5 Final Submittal:** Submit final plans and specifications to the Town (submittal to FDEP CWSRF program staff review to be conducted separately) for bidding purposes.

**6.5 Bidding Phase:** Pennoni will provide assistance to the Town in obtaining, receiving, and evaluating bids and awarding and executing the Construction Contract as described below.

**6.5.1 Pre-Bid Conference:** Conduct a Pre-Bid Conference to review and answer questions from prospective bidders regarding the Construction Documents and to tour the Project Site as needed.

**6.5.2** Respond to Questions: Provide written responses to questions from bidders.

**6.5.3** Addenda: Prepare and issue Addenda to the Construction Documents, if required, which will address the questions raised at the Pre-Bid Conference and respond to other issues and questions.

**6.5.4** Bid Review: Review bids submitted to the Town, tabulate the bids, check the low bidders' references, and submit a bid award letter of recommendation for the lowest, responsible bidder.

**6.5.5** Construction Contract: After the Town awards the bid, assist with preparing and executing the Construction Contract.

**6.6** **Exclusions**: All other services not explicitly described in Items 6.1 - 6.5 above and based on the assumptions described herein will be performed as an Additional Service upon request and written approval by the Town, including but not limited to the following:

- Environmental mitigation services (sand skinks, etc.)
- Specialized studies that could be required depending on field conditions or findings to satisfy funding agency requirements (environmental, archaeological, biological, endangered species, etc.)
- FDEP State Revolving Fund (SRF) coordination, applications, reviews, etc.
- Right-of-way or easement acquisition
- System-wide hydraulic evaluation of the City's wastewater collection system
- Any special agency field testing or study requirements for permitting not listed in Section 6.0 (geotechnical, SUE, shoring, etc.)
- Progress reporting, meetings, or reviews with outside parties
- Bidding services
- Technical services during construction
- Application for the electrical power service (by others)
- The contractor will acquire all required building permits
- Redesign/permitting of the force main for the Town's SR17 FDEP SRF Project
- All other services not explicitly described in Section 6.0

## **7.0 PENNONI'S COMPENSATION**

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

A. Preliminary Engineering Phase .....	\$67,000
B. Environmental Phase .....	\$29,000
C. Permitting Phase .....	\$77,000
D. Design Phase .....	\$263,000
E. Bidding Phase .....	\$12,000
Total.....	\$448,000

**7.2** Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work.

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

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

**8.1** Designate a Town representative with respect to the services to be rendered under this Supplement who will have complete authority to transmit instructions, receive information, provide direction on project scope, and define Town's policies and decisions with respect to Pennoni's services for this Project

**8.2** Promptly review, comment on, and return Pennoni's submittals

**8.3** Conduct Public meetings, process approvals, and secure funding from all necessary sources, provide reviews, and process required approvals, etc. in a timely manner to prevent Project bidding, construction, and other delays.

**8.4** Coordinate temporarily storage and hauling of initial wastewater flows to facilitate initial acceptance of off-site treatment as needed until flows are high enough to make it feasible for on-site treatment and disposal.

**8.5** Payment of any permit applications, review fees by others, mitigation fees, and other costs not included in this proposal are the responsibility of the Town

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

**8.7** Furnish Pennoni with all information as to Town requirements, including any special or extraordinary considerations for the Project, and make available existing pertinent data as identified in the Scope of Work as necessary (maps, as-built drawings, growth/demand projections, etc.)

**9.0 OTHER MATTERS**

**9.1** The Terms and Conditions of the referenced Master Agreement between Town and Engineer shall apply to our services, along with terms described herein as applicable. References to

the Pennoni/ Consultant/ Engineer regarding Limitation of Liability also pertain to the Project's Engineer of Record.

- 9.2** The obligation to provide services under this Task Authorization may be terminated by either party upon 7 days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Pennoni will be paid for all services rendered.
- 9.3** Because Pennoni has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry. Pennoni cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Town wishes greater assurance as to the amount of any cost, the Town shall employ an independent cost estimator to make such determination.
- 9.4** This proposal may be void if not executed within 45 days.
- 9.5** In the performance of its work, Pennoni will rely on readily available and historic information (plans, as-built drawings, manuals, specifications, reports, etc.) provided by the Town and by others without research to verify the accuracy of said information.
- 9.6** PURSUANT TO 558.0035 F.S., AN AGENT OR INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES, INC CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVCIES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY



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

\_\_\_\_\_ of \_\_\_\_\_ 2022.  
(Day) (Month)

**TOWN OF LAKE HAMILTON**

\_\_\_\_\_  
Attest, Town Clerk

\_\_\_\_\_  
Mayor, Town of Lake Hamilton

**PENNONI ASSOCIATES INC.**



BY: \_\_\_\_\_  
Brian Diehl, Regional Vice President

DATE: 1/5/22  
\_\_\_\_\_

**RESOLUTION NO. R-2022-02****A RESOLUTION OF THE TOWN OF LAKE HAMILTON FLORIDA,  
ESTABLISHING THE LAKE HAMILTON PARKS AND RECREATION  
ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the Town of Lake Hamilton Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Council intends to create a Parks and Recreation Committee (“Committee”) to help develop, support and implement the Town’s desire to improve it’s parks and recreational activities, generally; and

**WHEREAS**, the Committee shall work to promote, support and encourage participation in recreational activities, and shall work to provide recommendations to the Town Council in matters of policy relevant to Town parks and Town sponsored recreational activities; and

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

**Section 1.** Merger. The whereas clauses are incorporated herein.

**Section 2.** Lake Hamilton Parks and Recreation Committee.

The Town of Lake Hamilton Parks and Recreation Committee (“Committee”) is hereby created which shall consist of a minimum of five (5) members, who shall be appointed at the pleasure of the Town Council. The Committee’s existence shall dissolve upon the conclusion of its mission and duties as determined by the Town Council.

**Section 3.** Membership.

The Committee shall consist of five (5) members, who shall be appointed by the Town Council. Committee members may consist of up to one member of the Town Council, the Town Manager, Town Public Works Director, and three additional members with knowledge and skills appurtenant to the purpose of the Committee, as described herein below. Committee members shall be appointed by the Town Council. The members of the Committee shall serve at the pleasure of the Town Council. The Commission shall elect a Chairperson and Vice-Chairperson from among its members.

**Section 4.** Meetings.

A quorum of the Committee shall consist of three or more members present and qualified to vote. The Committee shall meet monthly on a date to be determined by the Committee unless it is determined there is no business to conduct. Meetings shall be governed by the Sunshine Law, including advertised notice, meetings being open to the public, and minutes being taken. The conduct of the meetings shall be generally governed by Roberts Rules of Order. The Committee shall provide the opportunity for public comment at all meetings. Members of the public shall be

permitted three minutes of comment on any agenda item. Additional time may be granted at the discretion of the Committee.

**Section 5.** Powers and Purpose of the Committee.

The purpose of the Committee is to provide a public forum for planning for the utilization and improvement of Town parks and Town sponsored recreational activities, and generally the coordinating, budgeting, marketing of same. The Committee shall have advisory powers only, and shall not otherwise act, individually or collectively, as an agent of the Town.

**Section 6.** Effective Date.

This Resolution shall take effect immediately upon its passage.

**INTRODUCED AND PASSED** at the regular meeting of the Town Council of the Town of Lake Hamilton, this 11th day of January 2022.

**TOWN OF LAKE HAMILTON, FLORIDA**

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MICHAEL KEHOE, MAYOR

ATTEST:

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BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

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HEATHER R MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____



## Memorandum

To: Town Council

From: Town Administrator Sara Irvine

Date: January 6, 2022

Subject: Ballfield update/Reservation Application

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Per town staff research:

Martin Ball Field -

Of the current lights, there are 8 poles. Two poles were put up in 2014 and one pole looks bad. Only one bulb on one pole works. We will ask Duke to send one of their people to assess the poles to see which need to be replaced.

We have 15 lights in storage that were donated and need 32. The lights in the concession stand were put in there by the Cobra Strike Team, I assume that they all work, although the glass is shattered in some.

The only way to light the field in a regulation way is to have an expert tell us how many lights need to be up to see a baseball coming out of the sky at your head. Nathan contacted electrical companies and they were not interested in working on those lights. Duke Energy will be out next week to look at the electrical panel.

Staff's recommendation is to take down the current lights so there is no expectation of a lighted field/park. The Town should then continue to budget and plan for quality park improvements, to include lighting and amenities which would benefit the town and traveling leagues.

Field reservation: I have updated the reservation application. Until we get a recommendation from the Park Committee on a policy, town staff will use this form. I did hand some out at the last meeting and none have been returned.



# TOWN OF LAKE HAMILTON

## RESERVATION FOR FACILITY USE

(TO USE THE FACILITY ON A REGULAR SCHEDULE)

1. **APPLICANT:** \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

Applicant Phone: \_\_\_\_\_ Email \_\_\_\_\_

2. **EVENT:** \_\_\_\_\_

Location: \_\_\_\_\_

Dates (day) requested to be reserved: \_\_\_\_\_

Time Start: \_\_\_\_\_ End: \_\_\_\_\_

Estimated # of participants: \_\_\_\_\_ Estimated # of spectators: \_\_\_\_\_

3. **INSURANCE AND COACHING CERTIFICATE:** Attach a liability Certificate of Insurance with a minimum limit of \$1,000,000, naming Town of Lake Hamilton as an additional insured. Attach Coaching Certificate of named applicant and other coaches.

4. **FACILITY UPKEEP/REPAIRS:** Applicant acknowledges that the ball field and facilities are not compliant with league ball regulations. The town does regular maintenance but does not maintain the ballfields for regular play. In lieu of application fees applicants should ensure the fields are in usable condition. I.E. Mowing, raking, replacing bases, filling holes, cleanup of debris, etc. It is also acknowledged that the facilities may not have working lights. Items that need attention should be filed with the town clerk's office by emailing [ashley@townoflakehamilton.com](mailto:ashley@townoflakehamilton.com).

5. **CODE COMPLIANCE:** Any placement of placards, banners, signs, etc., or construction of any permanent structures of fixtures must be submitted to the Town Clerk and Planner for permit and zoning review in compliance with the Town Code.

**Applicant hereby acknowledges that they understand the town ballfield facilities are not compliant with league regulations. Applicant hereby affirms that there will be no alcoholic beverages and none of the activities involved in this request involve any nudity or acts which could be construed as lewd, offensive to the senses, or offensive to the decency of an individual or the Town. The town may terminate this agreement at any time for convenience with a two week notice.**

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact phones: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

1. Town Clerk Office \_\_\_\_\_ Date \_\_\_\_\_

2. Park Dept \_\_\_\_\_ Date \_\_\_\_\_

3. Town Planner \_\_\_\_\_ Date \_\_\_\_\_

4. Code Enforcement \_\_\_\_\_ Date \_\_\_\_\_

Enclosures:      Certificate of Insurance      Yes \_\_\_\_ No \_\_\_\_ Waived \_\_\_\_



## ORDINANCE O-21-20

**AN ORDINANCE AMENDING ORDINANCE 2011-03, THE 2030 LAKE HAMILTON COMPREHENSIVE PLAN, BY ADDING A PROPERTY RIGHTS ELEMENT/POLICY AS REQUIRED BY GENERAL LAW; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167, Florida Statutes, requires Town of Lake Hamilton to maintain a comprehensive plan to guide its future development and growth; and

**WHEREAS**, Chapter 2021-195, Laws of Florida, requires each local government in Florida to include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making; and

**WHEREAS**, this ordinance will amend the comprehensive plan by adding a property rights element; and (or the proposed amendment in this Ordinance addresses the above referenced Statute changes enacted by the Florida Legislature;)

**WHEREAS**, the Planning Commission heard public input and recommended that the Town Council amend the Town of Lake Hamilton's 2030 Comprehensive Plan as stated in this Ordinance; and

**WHEREAS**, the Town Council of the Town of Lake Hamilton, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the Town of Lake Hamilton.

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

**SECTION 1. COMPREHENSIVE PLAN TEXT AMENDMENT.** Consistent with Section 163.3177(6)(i)1., Florida Statutes, the Town of Lake Hamilton amends the 2030 Comprehensive Plan by adding the property rights element:

### **PROPERTY RIGHTS ELEMENT**

**PART I: PURPOSE: The purpose of this Element is to provide for the protection of property owners.**

### **PART II: GOALS, OBJECTIVE, AND POLICIES**

**GOAL: CONSISTENT WITH THE STATEMENT OF RIGHTS IN SECTION 163.3177(6)(i)1, FLORIDA STATUTES (2021), THE TOWN SHALL CONSIDER PRIVATE PROPERTY RIGHTS IN LOCAL DECISION MAKING.**

**OBJECTIVE 1.1 1.7:** Property rights shall be considered in local decision making.

**POLICY 1.1.1 ~~1.7.1~~:** The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

**POLICY 1.1.2 ~~1.7.2~~:** The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

**POLICY 1.1.3 ~~1.7.3~~:** The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

**POLICY 1.1.4 ~~1.7.4~~:** The right of a property owner to dispose of his or her property through sale or gift.

**SECTION 2. 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 3. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS.** The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

**SECTION 4. CONFLICTS WITH OTHER ORDINANCES.** That portion of any Ordinance or Resolution which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance but only to the extent of such conflict.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall immediately take effect upon receipt of a "Final Order" issued by the Department of Economic Opportunity finding the amendment in compliance with Section 163.3184, Florida Statutes.

**INTRODUCED on first reading this 2<sup>nd</sup> day of November 2021.**

**ADOPTED on second reading this 11<sup>th</sup> day of January 2022.**

TOWN OF LAKE HAMILTON, FLORIDA

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MICHAEL KEHOE, MAYOR

ATTEST:

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BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
HEATHER R MAXWELL, ESQ., TOWN ATTORNEY

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

DRAFT

**ORDINANCE O-22-01**

**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 ADJACENT TO THE SOUTH SIDE OF WATER TANK ROAD AND APPROXIMATELY 660 FEET EAST OF DETOUR ROAD AND CONTAINING 19.74 ACRES.**

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

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

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

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

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 Town of Lake Hamilton and consisting of a total of 19.74 acres, described as follows:

**Parcel Number: 27-28-15-000000-043040:** The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 15, 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 and PASSED on first reading this 11<sup>th</sup> day of January 2022.**

**PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.**

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

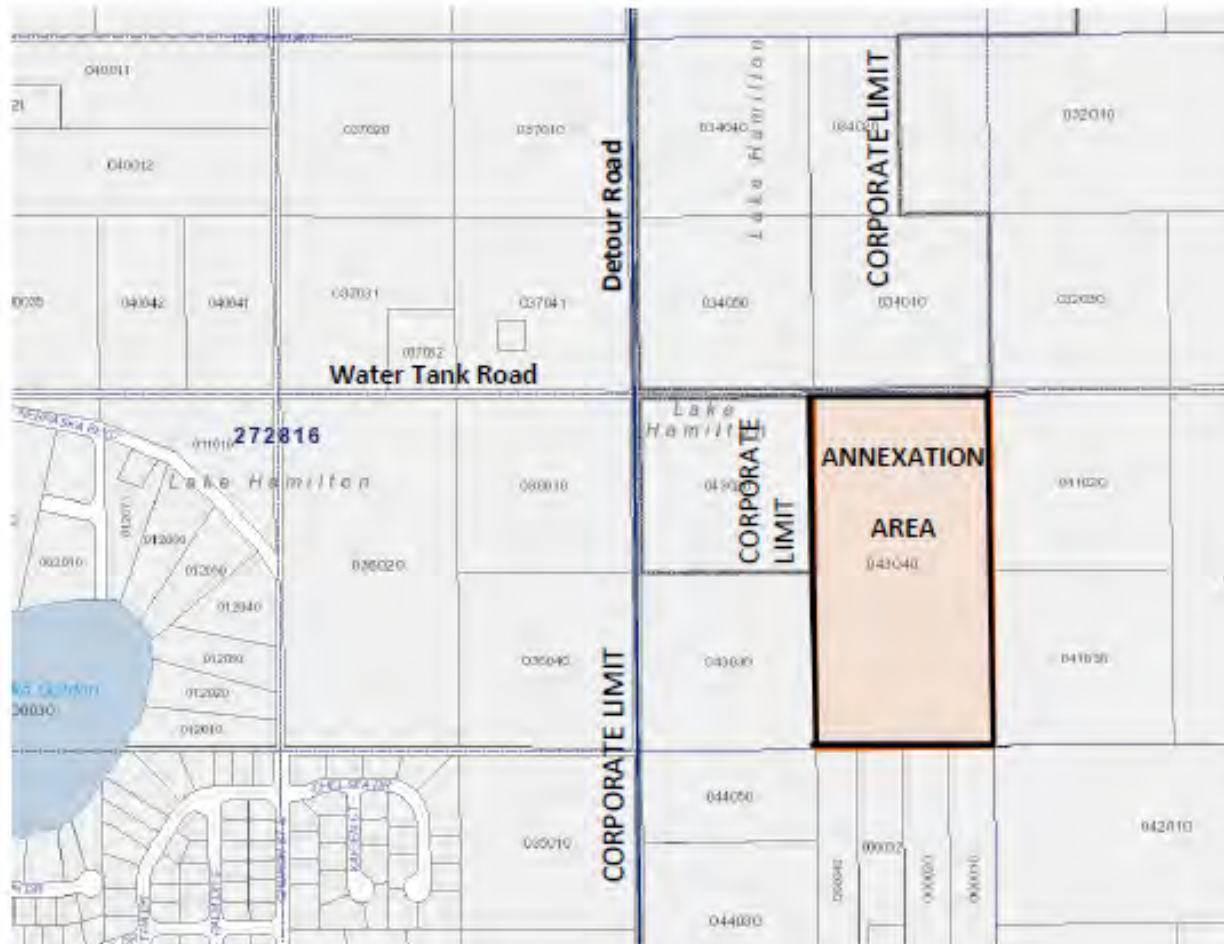
\_\_\_\_\_  
BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

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

## Town Owned Property Annexation





**ORDINANCE O-22-02**

**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 BETWEEN SCENIC HIGHWAY/ HIGHWAY 17 AND DETOUR ROAD APPROXIMATELY 640 FEET WEST OF DETOUR ROAD AND NORTH OF WHITE CLAY PIT ROAD AND CONTAINING 20.56 ACRES.**

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

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

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

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

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, two parcels both owned by Rubush C & C LLC and Elsie Gamper and consisting of a total of 20.56 acres, described as follows:

**Parcel Number: 27-28-09-000000-013020:** The Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida.

**AND**

**Parcel Number: 27-28-09-000000-011030:** The Southwest 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 and PASSED on first reading this 11<sup>th</sup> day of January 2022.**

**PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.**

TOWN OF LAKE HAMILTON, FLORIDA

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MICHAEL KEHOE, MAYOR

ATTEST:

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BRITTNEY SANDOVALSOTO, TOWN CLERK

Approved as to form:

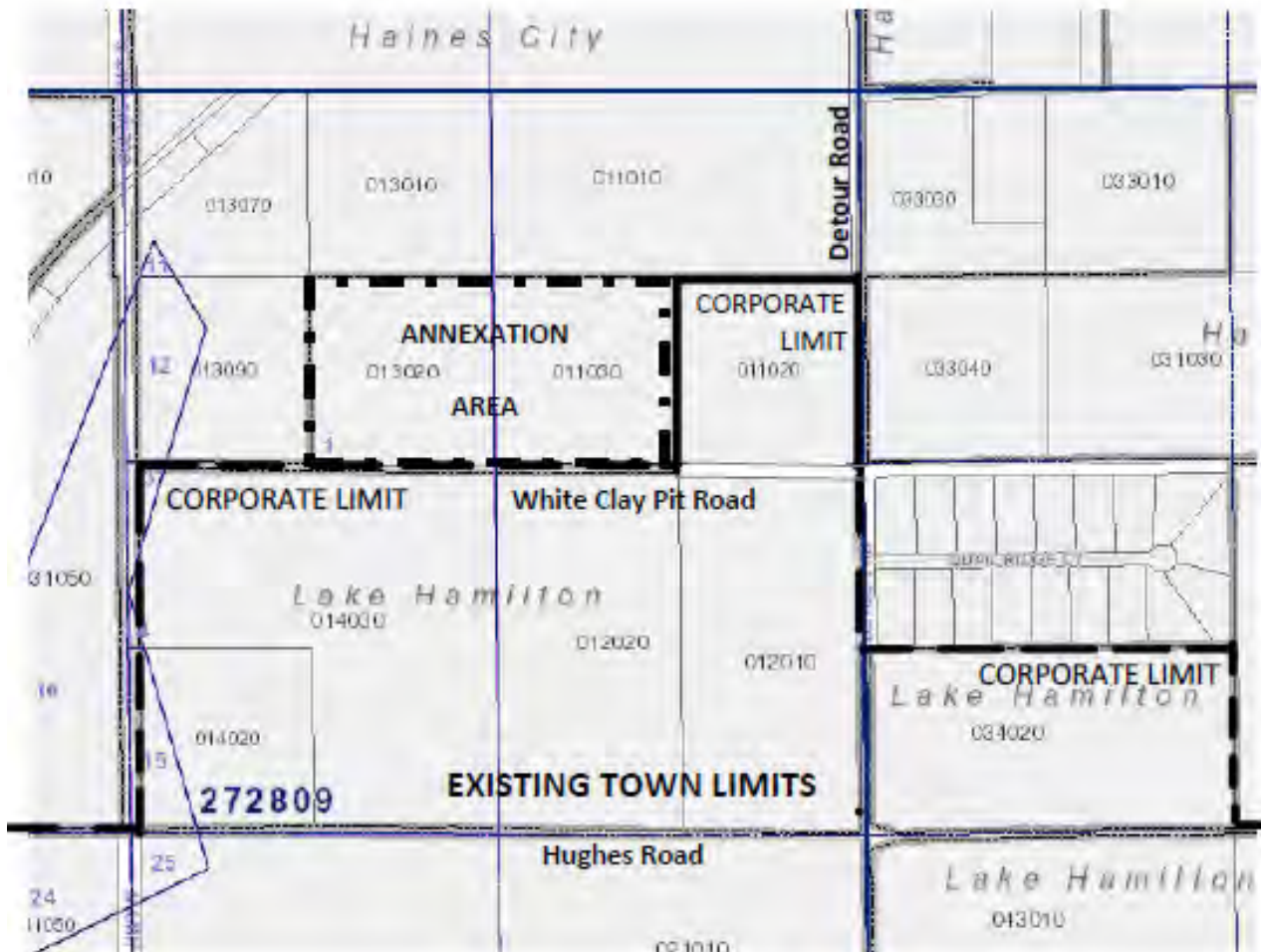
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HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

**EXHIBIT A**

**White Clay Pit Grove Annexation**



**ORDINANCE O-22-03**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REPEALING THE SECOND (ADOPTION) READING OF ORDINANCE O-21-18; AUTHORIZING PUBLICATION AND ADOPTION PUBLIC HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 5, 2021, the Town Council of the Town of Lake Hamilton adopted Ordinance O-21-18 on second reading; and

**WHEREAS**, subsequent to the adoption of Ordinance O-21-18, the Town became aware no Comprehensive Plan amendments can be processed by Florida Department of Economic Opportunity prior to passing of Ordinance O-21-20 Property Rights Amendment; and

**WHEREAS**, the improvidently timed approval of Ordinance O-21-18, was the result of a good faith error; and

**WHEREAS**, the Town Council has been notified by the Florida Department of Economic Opportunity it must repeal the second (adoption) reading of O-21-18; and

**WHEREAS**, the Town is authorized to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-18 upon receiving State approval of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment, as required by law; and

**WHEREAS**, the Town Council deems it in the best interests of the Town to repeal the second (adoption) reading of Ordinance O-21-18 and to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-18 upon receiving State approval of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment.

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

**SECTION 1.** Ordinance O-21-18 (attached hereto as Exhibit "A") is hereby REPEALED only as to the second (adoption) reading; and

**SECTION 2.** The Town Council is authorized to re-advertise and hold an adoption public hearing upon approval by the State of Florida Department of Economic Opportunity of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment.

**SECTION 3. CONFLICTS.** If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

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

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect on final passage and adoption.

**INTRODUCED and PASSED on first reading this 11<sup>th</sup> day of January 2022.**

**PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.**

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

**EXHIBIT “A”****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 5<sup>th</sup> 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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HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

Ordinance O-21-18  
Page 3 of 4

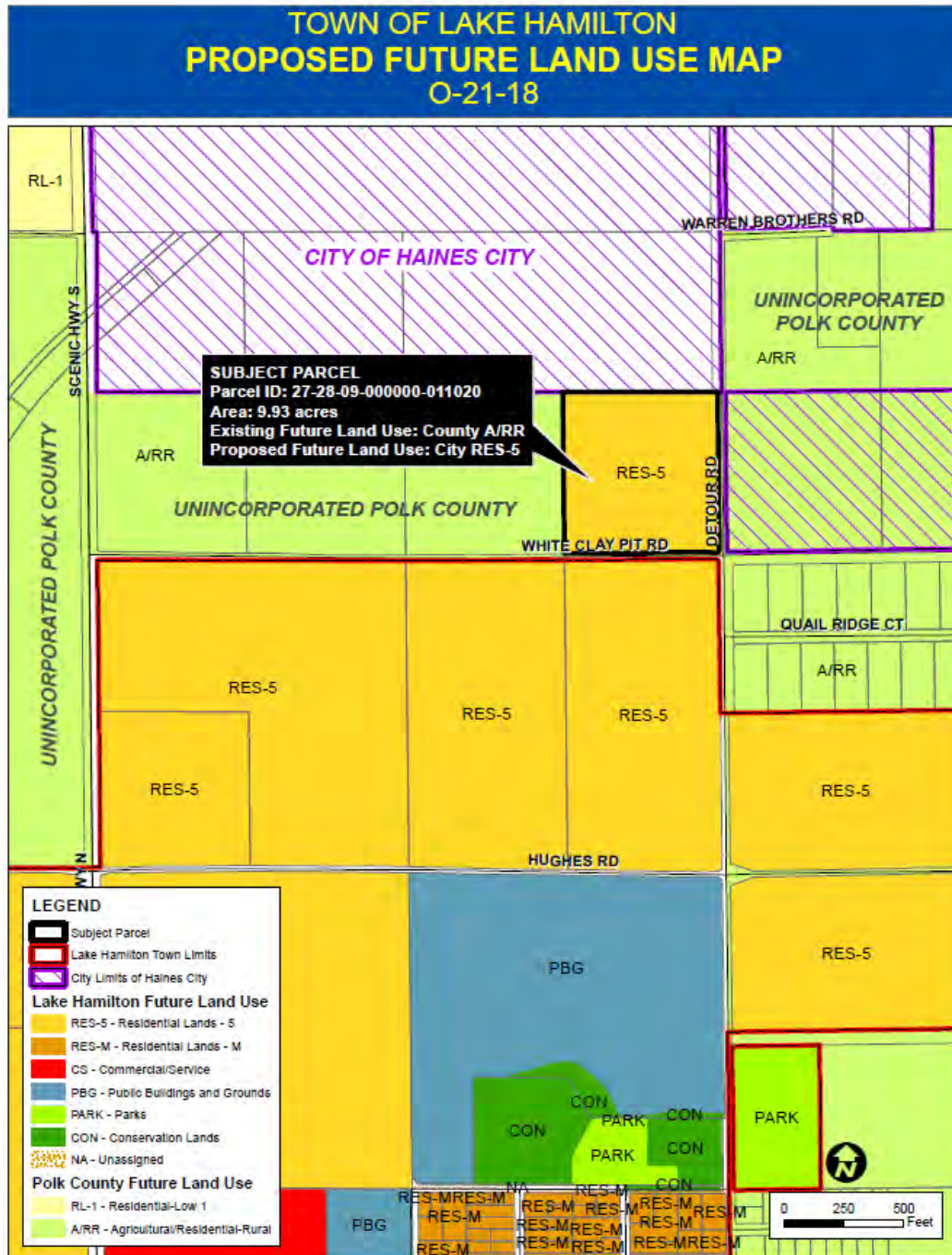
Record of Vote	Yes	No
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____

**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 O-22-04**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REPEALING THE SECOND (ADOPTION) READING OF ORDINANCE O-21-21; AUTHORIZING PUBLICATION AND ADOPTION PUBLIC HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2021, the Town Council of the Town of Lake Hamilton adopted Ordinance O-21-21 on second reading; and

**WHEREAS**, subsequent to the adoption of Ordinance O-21-21, the Town became aware no Comprehensive Plan amendments can be processed by Florida Department of Economic Opportunity prior to passing of Ordinance O-21-20 Property Rights; and

**WHEREAS**, the improvidently timed approval of Ordinance O-21-21, was the result of a good faith error; and

**WHEREAS**, the Town Council has been notified by the Florida Department of Economic Opportunity it must repeal the second (adoption) reading of O-21-21; and

**WHEREAS**, the Town is authorized to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-21 upon receiving State approval of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment, as required by law; and

**WHEREAS**, the Town Council deems it in the best interests of the Town to repeal the second (adoption) reading of Ordinance O-21-21 and to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-21 upon receiving State approval of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment.

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

**SECTION 1.** Ordinance O-21-21 (attached hereto as Exhibit "A") is hereby REPEALED only as to the second (adoption) reading; and

**SECTION 2.** The Town Council is authorized to re-advertise and hold an adoption public hearing upon approval by the State of Florida Department of Economic Opportunity of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment.

**SECTION 3. CONFLICTS.** If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

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

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect on final passage and adoption.

**INTRODUCED and PASSED on first reading this 11<sup>th</sup> day of January 2022.**

**PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.**

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

**EXHIBIT “A”****ORDINANCE O-21-21**

**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 21S04, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURAL TO INDUSTRIAL FOR A 10.17 ACRE PARCEL OF LAND LOCATED ON THE WEST SIDE OF DETOUR ROAD 552 FEET SOUTH OF THE INTERSECTION OF DETOUR ROAD AND HATCHINEHA ROAD; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMPLIANCE REVIEW; 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 **Map “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-21-21**, 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 ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:**

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

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

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

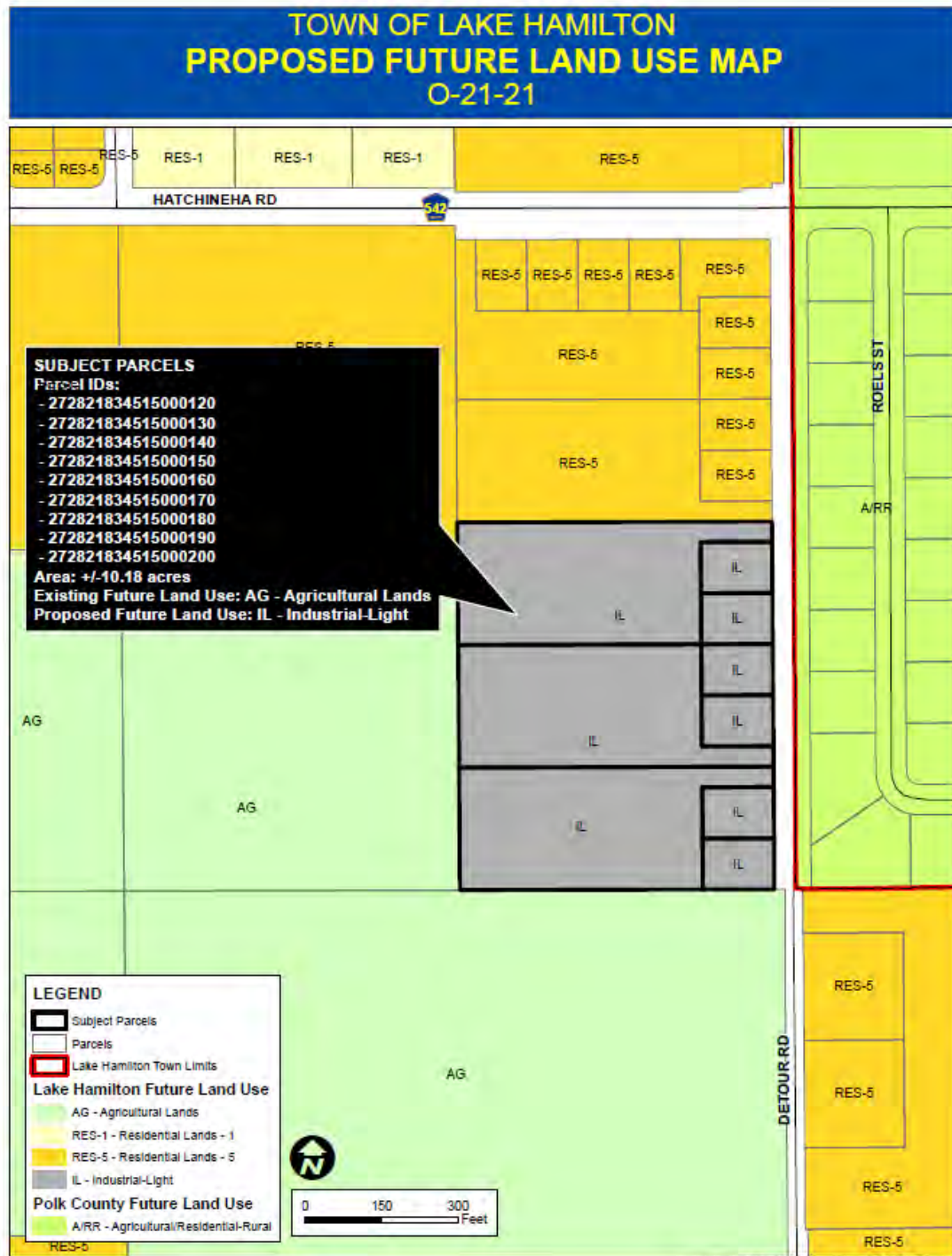
**SECTION 4. COPY OF ORDINANCE ON FILE.** A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.



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

**SECTION 6. EFFECTIVE DATE.** 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.

**Map A****Legal Descriptions:** Lake Hamilton Hills Plat Book 152 Page 3, Lots 12 through 20**Parcel ID Numbers:** 272821-834515-000120 through and including 272821-834515-000200**Future Land Use Map Amendment:**

Ordinance O-21-21

Page 4 of 4

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

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

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____

**ORDINANCE O-22-05**

**AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REPEALING THE SECOND (ADOPTION) READING OF ORDINANCE O-21-22; AUTHORIZING PUBLICATION AND ADOPTION PUBLIC HEARING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2021, the Town Council of the Town of Lake Hamilton adopted Ordinance O-21-22 on second reading; and

**WHEREAS**, subsequent to the adoption of Ordinance O-21-22, the Town became aware no Comprehensive Plan amendments can be processed by Florida Department of Economic Opportunity prior to passing of Ordinance O-21-20 Property Rights; and

**WHEREAS**, the improvidently timed approval of Ordinance O-21-22, was the result of a good faith error; and

**WHEREAS**, the Town Council has been notified by the Florida Department of Economic Opportunity it must repeal the second (adoption) reading of O-21-22; and

**WHEREAS**, the Town is authorized to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-22 upon receiving State approval of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment, as required by law; and

**WHEREAS**, the Town Council deems it in the best interests of the Town to repeal the second (adoption) reading of Ordinance O-21-22 and to re-publish and hold a subsequent public hearing to adopt Ordinance O-21-22 upon receiving State approval of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment.

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

**SECTION 1.** Ordinance O-21-22 (attached hereto as Exhibit "A") is hereby REPEALED only as to the second (adoption) reading; and

**SECTION 2.** The Town Council is authorized to re-advertise and hold an adoption public hearing upon approval by the State of Florida Department of Economic Opportunity of and passing by Town Council of Ordinance O-21-20 Property Rights Amendment.

**SECTION 3. CONFLICTS.** If the event of a conflict with any other Town ordinances or part of ordinances, the provisions of this Ordinance shall control.

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

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect on final passage and adoption.

**INTRODUCED and PASSED on first reading this 11<sup>th</sup> day of January 2022.**

**PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.**

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Wagner	_____	_____
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Kehoe	_____	_____

**EXHIBIT “A”****ORDINANCE O-21-22**

**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 21S05, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM COMMERCIAL SERVICE TO RETAIL/ OFFICE/ RESIDENTIAL FOR A 0.34 ACRE PARCEL OF LAND LOCATED ON THE NORTHEAST CORNER OF OMAHA STREET S AND SMITH AVENUE; AND TRANSMITTING SAID AMENDMENT TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY FOR COMPLIANCE REVIEW; 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 **Map “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-21-22**, 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 ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:**

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

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

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

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

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

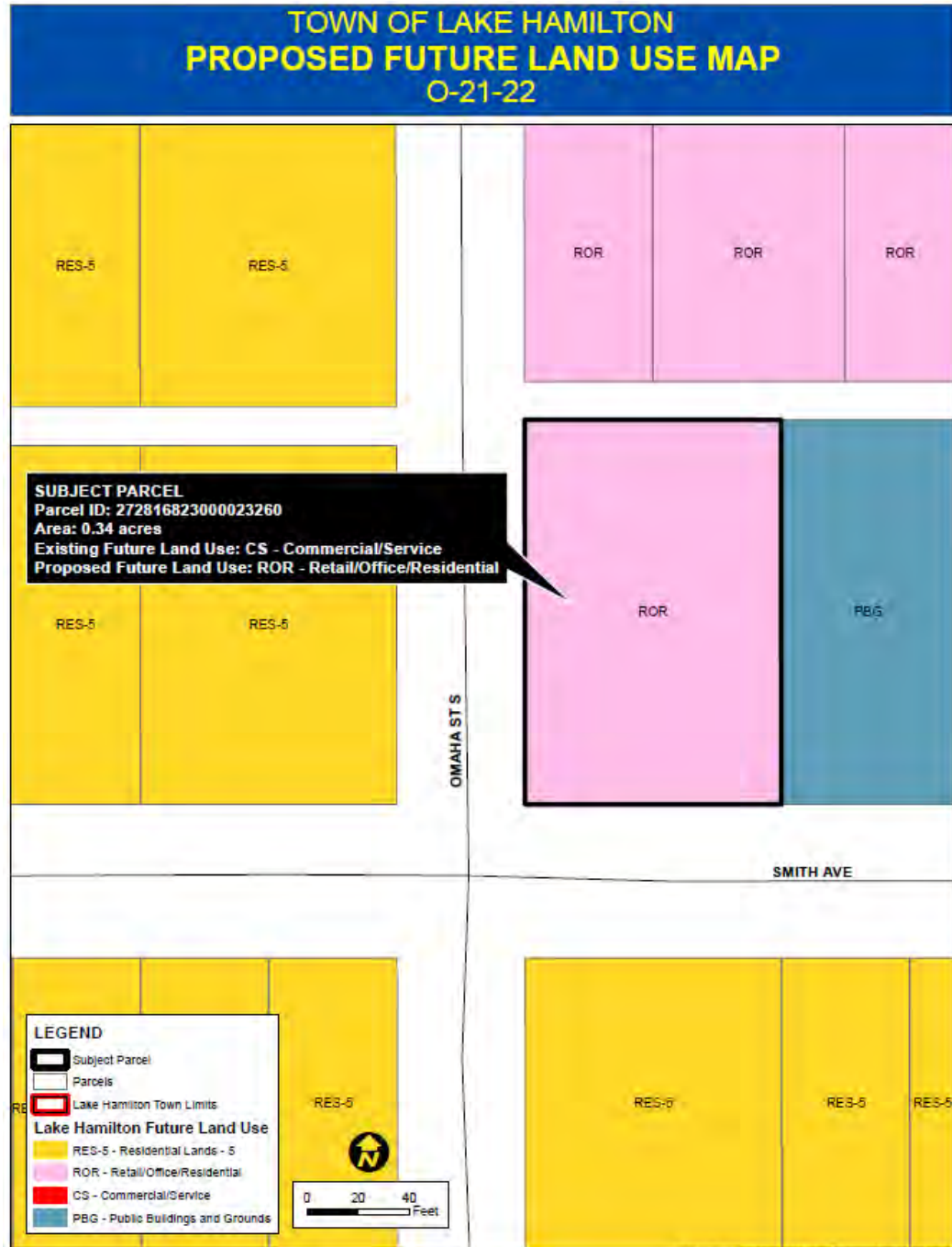
**SECTION 6. EFFECTIVE DATE.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective 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.



**MAP "A"**

**Legal Descriptions:** LAKE HAMILTON PB 3A PG 34 BLK 23 LOTS 26 & 27  
**Parcel ID Numbers:** 272816-823000-023260

**Future Land Use Map Amendment:**

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

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

TOWN OF LAKE HAMILTON, FLORIDA

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
HEATHER R. MAXWELL, ESQ., TOWN ATTORNEY

<b>Record of Vote</b>	<b>Yes</b>	<b>No</b>
Roberson	_____	_____
Tomlinson	_____	_____
O'Neill	_____	_____
Wagner	_____	_____
Kehoe	_____	_____

**CONTRACT FOR  
RESIDENTIAL CURBSIDE  
AUTOMATED SOLID WASTE SERVICE  
AND  
BASIC RECYCLING SERVICE**

**BETWEEN THE  
TOWN OF LAKE HAMILTON**

**AND  
REPUBLIC SERVICES OF FLORIDA,  
LIMITED PARTNERSHIP**



**Final Solid Waste Contractor Agreement**

**SECTION 1**  
**DEFINITIONS**

1. **Automated Solid Waste Service** shall mean fully automated collection vehicle that lifts and dumps containers directly from one or both sides of the truck into the body of the truck.
2. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged or bundled; including but not limited to inoperative and discarded white goods, furniture and similar domestic goods.
3. **Contract Administrator** shall mean the Town Administrator of the Town of Lake Hamilton or the Town Administrator's designee.
4. **Contractor** shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the contract proposal and contract agreement.
5. **Excluded Waste** shall mean any and all debris or waste products generated by land clearing, building construction or alteration, and waste or materials deemed by the Contract Administrator to be hazardous waste, and all materials that may not be disposed at the Polk County Landfill.
6. **Franchise Fee** shall mean the amount of money for which the Contractor shall be obligated to the Town for the privilege of providing refuse collection service to customers within the Town, and to refund to the Town for billing and contract monitoring services. The fee is 15% of residential revenues of the Contractor's gross revenue. The fee is to be paid on a monthly basis to the Town.
7. **Garbage** shall mean food waste and discarded materials which are containerized. All garbage shall be containerized and not commingled with yard waste. Garbage shall not include any material that falls within the definition of excluded, special, or yard waste.
8. **Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, boxes soda and beer cans, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
9. **Multi-Family Dwelling Units** shall mean any building containing more than two permanent living units.
10. **Performance Bond** shall mean the form of security approved by the Town and furnished by the Contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of the contract and will pay all lawful claims.
11. **Poly Cart** shall mean wheeled container with a maximum capacity of 95 gallons with a tight fitted lid constructed of injection molded polyethylene designed for automated or semi-automated solid waste collection systems.
12. **Recycling Carts and Bins** shall mean a container which holds recyclable materials.
13. **Recyclable Materials** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated are mixed papers, aluminum cans, foil and pans, plastic containers #1 through #7 (except Styrofoam), glass bottles and jars, gable-topped containers, aseptic containers, corrugated cardboard, kraft bags and steel and ferrous cans.
14. **Special Wastes** shall mean solid wastes that can require special handling and management, including but not limited to, commercial tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard trash and biological waste.
15. **Surety** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.

16. **Town** shall mean the Town of Lake Hamilton, Florida, a municipal corporation, acting through the Town Council or Town Administrator, or official designated by the Town Administrator as the case may be.

## **SECTION 2**

### **SCOPE OF CONTRACTOR'S WORK**

#### **A. AUTOMATED SOLID WASTE SERVICE**

1. The Contractor shall collect garbage from residential units utilizing a fully automated garbage service with 95-Gallon Poly Cart wheeled container not less than one (1) time per week, with collections at least six (6) days apart and not on a Friday.
  - a. The service will be restricted to the collection of household garbage utilizing 95-gallon poly cart wheeled containers with fully automated solid waste collection. Contractor shall provide each residential unit one (1) 95-gallon poly cart that will be uniform in color. Additional 95-gallon poly carts shall be provided by the Contractor at no cost to the customer if determined by the Town a need for the additional cart. SHOULD WE CHARGE?
  - b. The Contractor, upon request of the owner or occupant and upon approval from the Town, shall provide a 65-gallon container to residents determined unable to use the larger container.
  - c. The Contractor will supply and replace at his expense any carts damaged through fault or negligence of Contractor or his employees; stolen carts, broken, misplaced or damaged throughout the term of the contract. The Contractor will be responsible for all maintenance and replacement within five working days (by next pickup).
  - d. Garbage must be securely bagged and placed in the provided poly cart. Garbage shall be collected within five (5) feet of the street (curbside). Occupants shall not place materials in the street. The Contractor shall notify occupants with handicapped status that they shall be eligible for non-curbside pickup, at no additional cost to the residents.
2. The Contractor shall also provide **Curbside Residential Recycling Collection Service** in the town limits of Lake Hamilton. Each resident shall receive one (1) recycling cart or bin, which will be serviced the same day as the garbage collection. Additional carts or bins may be requested.
3. The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an inverted position where they are found. This work shall be done in a sanitary manner. Any spilled containerized garbage shall be picked up immediately by the Contractor.
4. Bulk items, such as household furniture and appliances, shall be removed from each residential unit one (1) designated day per week. Collection may occur on the same day as the garbage pick-up between the hours of 7:00 a.m. and 7:00 p.m. Collection shall not occur on Monday or Friday. These collections days are subject to change as determined by Town Administrator and contractor.
5. In addition to the regular weekly service, the contractor shall conduct two (2) "clean-up" each year in the spring and fall. At such time all residential waste deposited curbside, including automobile tires without rims and without limit as to size, shall be collected, except for excluded materials and special wastes as defined in Section One. The collections shall be scheduled at a time to be mutually determined by the Contractor and the Contract Administrator. The Contractor shall be responsible for notifying the Town of the special clean ups at least fourteen (14) days in advance. There shall be no additional charge to the residents or to the Town for clean-up. In addition, the contractor will work with the Town when certain areas need to be cleaned up or during special events. Dumpsters and/or poly cars will be provided at no charge at the discretion of the Town Administrator or her/his designee.
6. The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garbage and waste, which may be caused by various reasons, including, but not limited to, storms and other acts of God. This additional work-load will not be considered as adequate justification for failure of the Contractor to maintain the required collection

schedules and routes. However, in the event of a major storm or hurricane, the Contractor is entitled to submit an estimate of the cost of cleanup to the Town for approval by the Town Council and modification and/or amendment of the contract between the Town and the Contractor.

7. The Town grants to the Contractor the exclusive right and obligation to provide solid waste collection within the Town of Lake Hamilton, except for roll-off containers and builders who may remove waste from their own construction activities.
8. The Town reserves the right to revise the levels of service as described in Section 2 (A)(1) after providing sixty (60) days notice to the Contractor and upon mutual agreement of both the Contractor and the Town. This service adjustment may be made solely at the Town's discretion.

## **B. PARKS, PICNIC AREAS, PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE TOWN OF LAKE HAMILTON**

The Contractor shall provide containers and collection service to all Town facilities as determined by the Town Administrator. These containers shall be collected as needed, at no cost to the Town. The following is a list of Town facilities with container sizes and collection frequency. Changes to locations may be designated at the sole discretion of the Town Administrator.

<b><u>Facility/Location</u></b>	<b><u>Size</u></b>	<b><u>Times/Week</u></b>
Town Hall, 100 Smith Avenue	4 yard dumpster	1-pick up
Public Works/201 Center Street	4 yard dumpster	1-pick up
Sample Park	2 yard dumpster	1-pick up
Bruce Martin Ball Field	2 yard dumpster	1-pick up
Gunter Park	4 yard dumpster	1-pick up
Water Treatment Plant	1-95 gal wheeled	1-pick up
Detour Road Ballfield	2 yard dumpster	1-pick up

## **SECTION 3** **SCHEDULE AND ROUTES**

### **A. IN GENERAL**

The Contractor shall abide by the routes and schedules provided with the proposed documents. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the Town in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of street or bridges. The contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this contract shall be notified by the contractor of the schedules provided with, but not limited to, a newspaper of general circulation in the Town of Lake Hamilton. Additional forms of notification may include door hangers, radio announcements, or another method approved by the Town Administrator. Any and all route and/or schedule changes shall be approved by the Town Administrator. Written notice of changes in schedules shall be furnished to customers by Contractor, at least ten (10) days prior to the actual change in routes or schedules.

### **B. HOLIDAYS**

On those days when the disposal site generally used by the Contractor is closed in commemoration of a holiday, the Contractor shall reschedule the collection of that day's routes within that week. The Contractor shall notify customers of this rescheduling two (2) weeks in advance. Notification shall be provided, but not limited to, notification in a newspaper of general circulation in the Town

## **SECTION 4** **DURATION OF CONTRACT – COMMENCEMENT OF WORK**



1. The term of the Agreement shall be for a period of three (3) years, with work commencing October 1, 2019 and terminating September 30, 2022 with a three (3) year renewal option, unless terminated or breached at an earlier date.
2. The Contractor must commence work on the date and year entered in Section 4(1). Failure to commence work on the specified date will result in forfeiture of the bid bond or the performance bond.
3. The initial term of this contract may be extended at the discretion of the Town and the Contractor for up to one (1) additional term of three (3) years. This provision shall be self-executing. If the Town chooses not to exercise its right to a three (3) year extension, the Town shall notify the Contractor in writing not less than 120 days prior to the expiration of the initial term, of the Town's intention not to extend the term.

## **SECTION 5**

### **CONTRACTOR'S RELATION TO THE TOWN**

#### **A. CONTRACTOR AS INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated Town officials, and that the Contractor is in no respect an agent, servant or employee of the Town. The contract specifies the work to be done by the Contractor. Contractor must have 10 years of experience servicing a residential franchise of at least 1,200 homes.

#### **B. SUBLETTING CONTRACT AND CHANGES IN OWNERSHIP**

The contract, or any portion thereof, shall not be sublet except with the prior written consent of the Town Council which may be withheld for any reason. Changes in the composition of more than twenty-five (25%) of the ownership of the Contractor shall be treated as a contract sublet. No such consent will be construed as making the Town a party of or to such subcontract, or subjecting the Town to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the Town shall deal through the Contractor. Subcontractors will be dealt with as workmen and representative of the Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor. The Contractor will be held responsible for the actions of any subcontractor employed or retained by the Contractor.

#### **C. SUPERVISION OF CONTRACT PERFORMANCE**

The contractor's performance of this contract shall be supervised by the Town Administrator or some other official of the Town designated by the Town Administrator, and the Contractor shall be so notified in writing by the Town Administrator. If at any time during the term of the contract, the Town Administrator determines that the performance of the Contractor is not satisfactory he/she shall notify the Contractor of the conditions and the facts. The Contractor, upon notification by the Town Administrator, shall within three (3) days increase the force, tools and equipment as needed to properly perform this Contract. The failure of the Town Administrator to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this Contract.

#### **D. TOWN ADMINISTRATOR TO BE REFEREE**

To prevent misunderstanding and any litigation, the Town Administrator or his/her designated representative, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor. The Town Administrator will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Town and the Contractor. The Town Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract; and his or her findings and conclusions shall be final and binding upon both parties.

**E. INSPECTION OF WORK**

The Contractor shall furnish the Town Administrator of his/her authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the contract. The contractor shall designate, in writing, the person to serve as agent and liaison between his/her organization and the Town. He may designate himself to so serve. The Town Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contract shall admit members of the Town Council and other authorized representatives of the Town to make such inspections at any reasonable time and place.

**F. DISAGREEMENTS – PROIVSIONS OF SERVICE**

It is recognized that disagreements may arise between the Town and the Contractor with regard to collection of certain items due to interpretation of the specific language in the contract.

In the event a disagreement arises and refuse needs to be collected and disposed of, the Town Administrator or his/her authorized representative may notify the Contractor of the location of the refuse which has not been collected due to disagreement between the Town and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within four (4) hours of the notice. Should the Contractor fail to remove the refuse, the Town will remove the refuse and the Town shall deduct costs incurred from the next scheduled payment. Notwithstanding the foregoing, Town will not fine Contractor, declare Contractor in default, or deduct costs from Contractor's fees where refusal to collect is due to Carts containing (a) Excluded Waste, or (b) in the case of Recyclable Materials, containing non-Recyclable Materials.

The Contractor's obligation to perform the work described herein shall continue in the event of any strikes, labor disputes, work stoppages or disagreement or problems involving the Contractor's employees.

**G. TOWN NOT LIABLE FOR DELAYS**

It is expressly agreed that in no event shall the Town be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the Town has no control.

**H. TAXES**

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in the performance of this contract.

**I. FRANCHISE FEE**

The Contractor shall be obligated to the Town a franchise fee in the amount of 15% of residential revenues of the Contractor's gross revenue. The fee is to be paid to the Town on a monthly basis and can be paid by ACH directly to the Town's bank account on authorization of the Town Administrator.

**J. SCHEDULE OF PAYMENTS**

For and in consideration of the services to be performed by the Contractor pursuant to this agreement, the Town agrees to make monthly payments to the Contractor based on the Town's utility billing registers for in town limits residential water customers.

**K. BILLING FOR RESIDENTIAL SPECIAL PICK UPS AND COMMERCIAL ACCOUNTS**

The Town shall bill each occupied residential unit for service rendered at the end of each month. Said billing and payment shall be based upon the occupied residential units being serviced during the billing cycle. The method of billing will be determined by the Town. Special handling charges for bulk pickups shall be billed by

the Contractor. Commercial accounts will be billed by the contractor.

#### **L. SERVICE INITIATION, TERMINATION OR CHANGE**

Residential customers shall initiate and disconnect services by contacting at Town Hall.

#### **M. RATE INCREASE OR RATE DECREASE**

The rate increases or decreases during the term of the contract shall occur for the following reasons:

1. Tipping fee. Within thirty (30) days of receipt of notice of an increase or decrease in the disposal charges at the landfill, the Contractor shall notify the Town of such increase or decrease and provide the Town with the unit rate increase or decrease required to pass this increase or decrease to the customers. The Contractor shall submit documentation to the Town detailing the monthly amounts of refuse being transported to the landfill, by class of customer, and shall calculate the rate increase or decrease in the following manner:

Rate Change =  $[(LV \times NTF) - (LV \times OTF)]/NC$ ; where LV is the volume of waste disposed at the landfill for each customer classification; OTF is the original tipping fee; NTF is the new tipping fee; and NC is the number of customers in the billing classification.

2. The contractor may petition the Town Council for a rate increase and must petition for a rate decrease, on a quarterly basis for substantial and unusual increases in the cost of doing business arising from (a) revised laws, ordinances or regulations, (b) any third party or municipal hauling Contractor or disposal or recycling facility being used; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operations changes (i.e., a major bridge closure); or (e) changes in costs due to a Force Majeure event. Any such petition shall be accompanied by an analysis, prepared by a certified public accountant (or other financial advisor acceptable to the Town) and certified as to accuracy and for compliance with GAAP, of the pre-tax cash on cash impact of said unusual increase or decrease on the expenses (or decrease), and its proportional impact on the Contractor's cost of doing business. The analysis shall be accompanied by not less than six (6) months actual financial data of the business. Due to a Force Majeure event reciprocal excuse of performance or any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter. For Company, this shall include performance at the current pricing levels and, for City, this shall include payment to Company if the mechanisms of payment for City or its financial institution have been disrupted. The collection or disposal of any increased volume resulting from a flood or similar or different Act of God, except for a hurricane, over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company shall notify the City and the City and Company shall negotiate the additional payment to be made to Company if deemed necessary. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

3. Bid prices shall remain firm for the first twelve (12) months of this contract. Thereafter, annually on the effective date of this Agreement, the rates shall be increased by a fixed percentage of three percent (3%).

At such time as the Contractor requests a rate increase or decrease pursuant to the above paragraph, the Town franchise fee shall be adjusted simultaneously using the same formula.

#### **N. OPERATION DURING DISPUTE**

In the event the Town has not cancelled the Contract in accordance with the terms provided above and there remains a dispute between the Contractor and the Town, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for

injunction or other relief to continue to operate the system until the final adjudication of such suit by the court.

## **SECTION 6**

### **QUALITY OF SERVICE**

#### **A. CHARACTER OF WORKMEN AND EQUIPMENT**

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel employed by the Contractor; and the contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the Town. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms for all of its employees. All employees used by the Contractor during the terms of this Contract shall meet qualifications that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Contractors' employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an inverted position and anything spilled shall be picked up immediately by such employee. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment, such as, but not limited to, larceny, aggravated battery, or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor to work in the Town.

Notwithstanding the foregoing, Contractor shall not be responsible for normal wear and tear to driving surfaces from Contractor's vehicles.

#### **B. COOPERATION OF CONTRACTOR REQUIRED**

The Contractor shall cooperate with authorized representatives of the Town in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a competent and English speaking representative on the work authorized to receive orders and to act for him in the case of his absence. The Contractor shall assign a supervisor to work in the Town during all hours of Contractor's operation in the Town limits. The Contractor's supervisor would be available to the Town's Contract Administrator at all times during normal working hours.

#### **C. HANDLING COMPLAINTS**

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. All customer complaints shall be directed to the Contractor, who will be required to maintain an office during normal work hours and have a local telephone number and designated email to said office.

In order that the Town may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the Town when requested.

All accidents or any property damage within the Town limits shall be reported to the Town's Contract Administrator within four (4) hours of accident or property damage, with a follow-up report of action taken.

#### **D. CUSTOMER AND OPERATIONAL INFORMATION**

The Contractor at the Contractor's expense shall provide each residential customer with a condensed version, approved by the Town, of rules and regulations for refuse collection. Said condensed version shall outline annually, rates and obligations of the customer and Contractor, according to terms of this Contract.

The Contractor shall provide monthly reports to the contract Administrator regarding the tonnage of residential

garbage collected within the Town by route per month and the tonnage of recycling collected by commodity by route per month, recycling participation rates and any other information required by the Town, County or State of Florida to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Fund. All monthly reports shall be submitted to the Town's Contract Administrator no later than the tenth (10) day of each month.

The Contractor shall be required to appear before the Town Council on a semi-annual basis to discuss solid waste issues. Such appearance shall be scheduled through the Town Administrator's Office.

#### **E. GUARANTEES OF PERFORMANCE**

*Surety Bond:* The Contractor hereby deposits with the Town a performance bond in the amount of one hundred percent (100%) of the total annual bid as a guarantee to the Town of faithful performance under the terms of this contract. This performance bond shall be written by a company with a Class 9, A higher financial rating as shown in Best's Key Rating Guide.

### **SECTION 7** **EQUIPMENT**

#### **A. AMOUNT**

The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained. At the execution of this contract, all vehicles to be used in the Town shall be no more than eight (8) years old. All equipment and vehicles added to the fleet during the duration of this Contract shall be new. If the contractor is a new provider for this service to the Town, they shall provide new garbage bins on wheels with attached covers.

#### **B. CONDITION**

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, the company name, telephone number and the number of the vehicle printed in letters not less than three inches (3") high, on each side of the vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. The Contractor shall provide to the Town's Contract Administrator a list of the truck numbers identifying the routes to which they are assigned and shall keep the list current. The Contractor shall also provide the Contract administrator a quarterly maintenance report by truck number identifying service and repairs made each day for each vehicle. The Town reserves the right to request monthly reports if it deems it necessary for the administration of this contract. No advertising shall be permitted on vehicles.

The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall make sure that all trucks are washed and cleaned and sterilized inside and outside at least once per week. The Contractor shall make sure that all refuse containers are kept in a sanitary condition. All containers shall be watertight except where the Town has approved otherwise.

The Contractor will submit to Town Administrator for the Town's approval a schedule showing how the change-out of containers is to be accomplished during the Contract term.

#### **C. OPERATION**

Each non-packer trash vehicle shall be equipped with a cover which may be net with mesh not greater than one-and-one-half inches (1 ½"), or tarpaulin or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reasons, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made

necessary by loading operations and shall move with traffic flow.

#### **D. AESTHETIC APPEARANCE OF DUMPSTERS**

The Contractor shall permit the property owner or the property owner's agent to paint the exterior of the dumpster for purposes of enhancing the aesthetic appearance so long as the owner or owner's agent has the written approval of the Town Cero for such purposes.

### **SECTION 8**

#### **EMPLOYMENT AND WORKING CONDITIONS**

The Contractor shall comply with all applicable state and federal laws relating to wages and hours and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this Contract to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time. Contractor also agrees that upon written request, the Contractor will provide the Town all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the Contractor under this Contract. Contractor must provide proper Health Benefits to its employees to ensure a stable work force.

### **SECTION 9**

#### **DISPOSAL OF REFUSE**

The Town will not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. Except to the extent a violation results from Excluded Waste or a third party's disposal actions, the Contractor is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

### **SECTION 10**

#### **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor hereby agrees to abide by all applicable federal, state, county and Town laws and regulations including federal, state, county and Town laws and regulations relating to hazardous substances. Except to the extent a violation results from Excluded Waste or third-party disposal activities, Contractor and his surety indemnify and save harmless the Town, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractors, or which may arise out of or resulting from operations under this Contract. This clause shall apply not only during the term of this Contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this contract and in the event the Town is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

### **SECTION 11**

#### **INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this contract and such insurance coverage has been approved by the Town Administrator, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

#### **A. WORKERS COMPENSATION INSURANCE**

The Contractor shall provide and maintain during the life of this Contract, Worker Compensation Insurance for all of its employees, who are employed in connection with the work; and in case the work is sublet, the Contractor

shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the unemployment compensation protection of his employees not under or otherwise protected.

## **B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall provide and maintain during the life of this Contract, at its own expense, such public liability and property damage insurance as shall protect the contractor and any subcontractor performing work covered by this Contract, from claims for property damage, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor, or anyone directly employed by the contractor or subcontractor, and the amount of such insurance shall be as follows:

*Comprehensive General Liability Insurance:* Also known as "Broad Form", covering general liability insurance, including but not limited to contractual products and completed operations and person injury, in an amount not less than Three Million Dollars (\$3,000,000) for injuries, including accidental death to any one person, and subject to the limit for each person, in an amount not less than Three Million Dollars (\$3,000,000) each occurrence and property damage insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence. In all such policies, the Town shall be named as an additional insured via blanket-form endorsement, at no cost to the Town.

*Comprehensive Automobile Liability Insurance:* The Contractor will provide coverage for all owned and non-owned vehicles in an amount not less than Three Million Dollars (\$3,000,000) for injuries, including accidental death to any one person, and subject to the limit for property damage insurance in an amount not less than One Million Dollars (\$1,000,000) each occurrence. In all such policies, the Town shall be named as an additional insured via blanket-form endorsement, at no cost to the Town.

## **C. PROOF OF INSURANCE**

The Contractor shall furnish the Town Administrator, prior to the start of any operations under this Contract, satisfactory proof of coverage of the insurance required with an insurance company satisfactory and acceptable with the Town. Except Workers' Compensation, no policy is acceptable to the Town which can be canceled or materially changed by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the Town, each insurance certificate shall contain blanket-form notice of cancellation endorsements for the general liability and the auto-liability policies. Should the contractor fail to provide such insurance, the Town may secure the same, the cost of which shall be reimbursed to the Town by the Contractor.

## **SECTION 12 – TOWN HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR**

The Contractor and his surety hereby expressly bind themselves to indemnify and save the Town harmless from all suits or actions of every name and description brought against said Town for or on account of any injuries or damages received or sustained by any party or parties to the extent resulting from negligence or willful misconduct of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, , or on account of any claims or amounts arising or recovered under the workmen's Compensation Laws.

## **SECTION 13 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages, upon receipt of notice from the Town, the Town shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:



- A. Legitimate complaints – over fifteen (15) per month. Twenty-Five Dollars (\$25) each complaint plus Twenty-five Dollars (\$25) each day not handled.
- B. Failure to clean up spillage promptly from vehicles or after having emptied containers, whether on private or public streets, alleys, etc. One Hundred Dollars (\$100) each case.
- C. Failure to clean vehicles or change containers on schedule provided in Section 7. Twenty Five Dollars (\$25) each vehicle or container.
- D. Failure to keep vehicles closed or covered. Twenty-Five Dollars (\$25) each vehicle.
- E. Loaded vehicles left standing on the street unnecessarily. Twenty-Five Dollars (\$25) each vehicle.
- F. Failure to maintain schedules established and given as a requirement of this Contract, in writing, to the public and to the Town (Section on Schedules). Two Hundred Fifty Dollars (\$250) per violation of route schedule.
- G. Failure to close the doors to the container and/or screened enclosures. Twenty Five Dollars (\$25) per violation.
- H. Failure to return garbage containers to the place where they were picked up. Twenty-Five Dollars (\$25) each container per violation.
- I. Failure to provide required reports on the tenth (10<sup>th</sup>) day of each month or when otherwise due. Twenty-five (\$25) per day per report (amount doubles every five (5) days the report is not provided).
- J. Failure to keep assigned equipment in the Town on scheduled routes. Fifty Dollars (\$50) per day per piece of equipment.
- K. Failure to respond to complaint or request made by the Town in twenty-four hour period. Two Hundred Dollars (\$200) per complaint or request plus Fifty Dollars (\$50) per day the complaint or request is outstanding.

#### **SECTION 14 – TOWN ORDINANCES**

Nothing contained in any ordinance of the Town now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract.

#### **SECTION 15 – AMENDMENTS**

The Town shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purpose of this Contract may be made with the mutual consent, in writing, of the parties in accordance with the Town Charter and other applicable laws and ordinances.

#### **SECTION 16 – SEPARABILITY**

If any article or section of this Contract or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**SECTION 17 - FUEL**

At the first anniversary of the contract and on any anniversary thereafter the cost of diesel fuel may be increased or decreased in accordance with the following:

1. The price of fuel as of the bid opening date will be determined using fuel costs notated in OPIS Daily Rack Average
2. The successful vendor must submit a percentage of their bid price that is equal to the portion directly attributable to the cost of fuel only.
3. Should the price of fuel fluctuate by 15% or more, the percentage of the bid price directly attributable to the cost of fuel will be increased or decreased by the same fluctuation in price as determined by Energy Information Administration, Official Energy Statistics from the U. S. Government, EIA Lower Atlantic Fuel Table at the end of the applicable one (1) year term. The parties acknowledge and agree that the comparable price for rate fluctuation is the bid opening date.

**SECTION 18 – EQUIPMENT**

Except as otherwise provided herein, any equipment Contractor furnishes shall remain Contractor's property. The Town and customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The Town and its residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by the failure to provide access."

**SECTION 19 – CHANGES IN MARKET CONDITIONS**

If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may at its option and upon notice to Town (i) redefine acceptable and unacceptable Recyclable Materials, (ii) suspend or discontinue any or all Services, or (iii) dispose of the acceptable Recyclable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

**PRICE PAGE****SERVICE****PRICE**

**Automated Solid Waste Collection, Bulk, and Recycling**      **\$17.01 per resident per month**

**Commercial Garbage Container per Cubic Yard rate:**      **\$6.94**



IN WITNESS WHEREOF, the Town and Contractor have agreed to and executed this contract, by and through their authorized representatives, on the 24<sup>th</sup> day of September 2019.

Witness:

Brittney Sandovalsoto  
Town Clerk, Brittney Sandovalsoto

Town of Lake Hamilton  
A Florida Municipality

By: Michael Kehoe  
Mayor, Michael Kehoe

Republic Services of Florida, Limited Partnership

By: [Signature]  
Name: TREY RICHARDSON  
Title: GENERAL MANAGER

Witness: Mary Boyer  
Mary Boyer, Municipal Manager  
Republic Services of Florida, LP



**CERTIFICATE OF SECRETARY**

**RELATING TO THE BID OR PROPOSAL TO PROVIDE  
RESIDENTIAL CURBSIDE AUTOMATED SOLID WASTE  
SERVICE AND BASIC RECYCLING SERVICE AND  
COMMERCIAL GARBAGE CONTAINER SERVICE  
FOR THE TOWN OF LAKE HAMILTON  
IN THE STATE OF FLORIDA**


The undersigned, Secretary of **REPUBLIC SERVICES OF FLORIDA GP, INC.**, a Delaware corporation, the general partner (the "General Partner") of **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, and to include the execution of related documents, in connection with the day-to-day business activities of the Partnership, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **TREY RICHARDSON** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 4<sup>th</sup> day of June, 2019.



  
Eileen B. Schuler, Secretary





# *State of Florida*

## *Department of State*

I certify from the records of this office that REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP is a Delaware limited partnership authorized to transact business in the State of Florida, qualified on December 27, 1999.

The document number of this limited partnership is B99000000467.

I further certify that said limited partnership has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said limited partnership has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourteenth day of May, 2019*



*Randy R. Levine*  
**Secretary of State**

Tracking Number: 5396277680CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

