# Town of Lake Hamilton

***Town Council Special Meeting Agenda – July 23, 2026***

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

***Phyllis Hall, Mayor***
***Robert Mathis, Vice Mayor***
***Marisol Ortega, Council Member Seat 1***
***Joshua Collier, Council Member Seat 3***
***Carmen Demanche, Council Member Seat 4***

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **SPECIAL MEETING BUSINESS**

   **A.** Resolution R-2026-XX A Resolution Setting the Proposed Millage Rate and Setting the Date, Time and Place for Public Hearing to Consider the Proposed Millage Rate and Tentative Budget for the FY 20206-2027. A Resolution of the Town of Lake Hamilton, Florida; setting the proposed millage rate pursuant to section 200.065(2)(b) of the Florida Statutes , and setting the date, time, and place at which a public hearing will be held to consider the proposed millage rate and tentative budget for the Fiscal Year 2026-2027; providing for conflicts; providing for severability and providing for an effective date.

   **B.** Consider Execution of Drinking Water State Revolving Fund Planning, Design, and Construction Loan Agreement DW5316A0

   **C.** Consider Agreement with Pennoni for Planning Services for the SAHM (Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires) Water Project.

   **D.** Consider Offer to purchase land in the pursuit of a new Public Works Facility and for Parks and Recreation Facilities from the Dundee Citrus Growers Association. 10.5 +/- acres at the SE corner of Scenic Hwy and Water Tank Road. Parcel ID: 272816823800000010 Parcel ID: 272816823800000050

   **E.** Budget Workshop

6. **ADJOURNMENT**

7. **Any opening invocation that is offered before the official start of the Town Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Town Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Town Council or the town staff, and the Town is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the Town Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation**

**that is offered or to participate in the Pledge of Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.**

**Any person desiring to appeal any decision made by the Town Council, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings, and for such purposes, must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense, as the Town does not provide one. (F.S. 286.26.105)**

**ATTN: PERSONS WITH DISABILITIES. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding, please contact the Town Clerks Office at 863-439-1910, at least forty-eight (48) hours prior to the meeting, provide a written request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice).**

# 5.A

# Town of Lake Hamilton
## Town Council
## Agenda Summary Report

**TO:** Town Council

**THROUGH:** Brittney Sandoval, Town Administrator

**FROM:** Patrick Henry, Public Services Director

**AGENDA ITEM:** Resolution R-2026-XX A Resolution Setting the Proposed Millage Rate and Setting the Date, Time and Place for Public Hearing to Consider the Proposed Millage Rate and Tentative Budget for the FY 20206-2027.

A Resolution of the Town of Lake Hamilton, Florida; setting the proposed millage rate pursuant to section 200.065(2)(b) of the Florida Statutes , and setting the date, time, and place at which a public hearing will be held to consider the proposed millage rate and tentative budget for the Fiscal Year 2026-2027; providing for conflicts; providing for severability and providing for an effective date.

**DATE:** July 23, 2026

**SUMMARY & RECOMMENDATION:** Staff recommends the approval of the Resolution setting the proposed millage rate and the date and time of the Public Hearing for the consideration of the proposed millage rate and tentative budget for FY 2026-2027.

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

**ATTORNEY REVIEW:** YES: ☒ NO: ☐ N/A: ☐

**FINANCIAL IMPACT:** YES: ☐ NO: ☒

If Yes, Please Explain: N/A

**RECOMMENDATION:**

**ATTACHMENT(S):**
Resolution R-2026-XX setting millage rate.pdf

# RESOLUTION R-2026-XX

**A RESOLUTION OF THE TOWN OF LAKE HAMILTON, FLORIDA; SETTING THE PROPOSED MILLAGE RATE PURSUANT TO SECTION 200.065(2)(b) OF THE FLORIDA STATUTES, AND SETTING THE DATE, TIME, AND PLACE AT WHICH A PUBLIC HEARING WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET FOR THE FISCAL YEAR 2026-2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** pursuant to Florida Statute 200.065, the Town of Lake Hamilton must advise the Property Appraiser of the proposed millage rate, the rolled-back rate, and the date, time, and place at which the public hearing will be held to consider the proposed millage rate and the tentative budget for the Fiscal Year 2026-2027.

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

**SECTION 1. TRIM NOTICE REQUIREMENTS.**

The Town is required to advise the Polk County Property Appraiser's office by August 1st of its tentative millage rate, rolled-back rate, as well as the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget.

**SECTION 2. MILLAGE.**

The proposed property tax millage rate of the Town of Lake Hamilton for the fiscal year 2026/2027 shall not exceed 8.5000 mills. The current year rolled - back rate is 8.1035 mills.

**SECTION 3. BUDGET HEARING.**

The Town of Lake Hamilton hereby sets the date, time, and location of the public hearing as follows:

Date: Tuesday, September 15, 2026, Time: 5:05 PM
Place: Lake Hamilton Town Hall, 100 Smith Ave, Lake Hamilton, Florida, 33851

**SECTION 4. CONFLICTS.**

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. EFFECTIVE DATE.**

This Resolution shall take effect upon its approval and adoption by the Town Council.

**INTRODUCED AND PASSED** at the special meeting of the Town Council of Lake Hamilton, Florida, held this 23rd day of July 2026.

**TOWN OF LAKE HAMILTON, FLORIDA**

_____
PHYLLIS HALL, MAYOR

**ATTEST:**

_____
JACQUELINE BORJA, TOWN CLERK

**Approved as to form:**

_____
ANTHONY SABATINI, TOWN ATTORNEY

| **Record of Vote** | **Yes** | **No** |
|---|---|---|
| **Ortega** | | |
| **Mathis** | | |
| **Collier** | | |
| **Demanche** | | |
| **Hall** | | |

# 5.B

# Town of Lake Hamilton
## Town Council
## Agenda Summary Report

**TO:** Town Council

**THROUGH:** Brittney Sandoval, Town Administrator

**FROM:** Patrick Henry, Public Services Director

**AGENDA ITEM:** Consider Execution of Drinking Water State Revolving Fund Planning, Design, and Construction Loan Agreement DW5316A0

**DATE:** July 23, 2026

**SUMMARY & RECOMMENDATION:** On January 13, 2026 Town Council approved Resolution authorizing Town Staff to enter into a loan agreement with State of Florida Department of Environmental Protectior State Revolving Loan Program for Drinking Water Facilities.

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

**ATTORNEY REVIEW:** YES: ☒ NO: ☐ N/A: ☐

**FINANCIAL IMPACT:** YES: ☐ NO: ☒

If Yes, Please Explain: N/A

**RECOMMENDATION:**

**ATTACHMENT(S):**
(Action Item) DW5316A0 Lake Hamilton.pdf
(Supporting Documentation) DWSRF Authorizing Resolution R-2026-2 SAHM- Lake Hamilton - Executed.pdf

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**TOWN OF LAKE HAMILTON, FLORIDA**

# DRINKING WATER STATE REVOLVING FUND
# PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
# DW5316A0

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND**

**PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT**

**DW5316A0**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF LAKE HAMILTON, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

Executive Order No. 24-208, amended by Executive Order No. 24-209, and Executive Order No. 24-214, amended by Executive Order No. 24-215, declared a state of emergency in Florida due to Hurricane Helene which made landfall on September 26, 2024, and Hurricane Milton which made landfall October 9, 2024. The Department adopted Emergency Final Order OGC No. 24-2534 and OGC No. 24-2580 to address such emergency conditions; and

The Project Sponsor applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate public health and safety needs attributed to Hurricanes Helene and Milton.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this planning, design, and construction loan agreement.

(2) "Asset Management Plan" means a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-552.700(7), Florida Administrative Code.

(3) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(6) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06.

(8) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(9) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining planning, design, and construction loan financial assistance.

(12) "Local Governmental Entity" means a county, municipality, or special district.

(13) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(15) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(16) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation

for Hurricanes Helene and Milton drinking water treatment plant improvements. This Project is a Capitalization Grant Project as defined in Chapter 62-552, Florida Administrative Code.

(17) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(18) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current

and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) RESERVED.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to complete the Project in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| Federal Resources, including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|---|---|---|---|---|---|
| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| SK-06D01725-0 | EPA | 66.468 | Drinking Water State Revolving Fund | $700,000 | 140129 |

(2) Audits.

(a) In the event that the Project Sponsor expends $1,000,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Project Sponsor expends less than $1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than $1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

## ARTICLE III – RESERVED.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

### 4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

### 4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.08. DISBURSEMENTS.

Pursuant to Section 215.971 (1)(h), F.S., if the Project Sponsor is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" as defined in subsection 288.0656 (2), F.S., at the request of the Project Sponsor, the Department may pay amounts invoiced to the Project Sponsor for eligible invoiced costs that have been completed in accordance with the terms and conditions set forth in this Agreement. The Project Sponsor may qualify for such payment if:

(1) The Project Sponsor has demonstrated to the Department that it is a rural community or rural area of opportunity as defined according to subsection 288.0656 (2), F.S.;

(2) The Project Sponsor has demonstrated to the Department that it is experiencing current financial hardship using one or more of the economic distress factors set forth in subsection 288.0656 (2)(c), F.S.;

(3) The Department has determined that the Project Sponsor is eligible for invoice payments and that it has performed pursuant to this Agreement’s terms and conditions; and

(4) Applicable federal and state laws, rules, and regulations allow such payments.

Nothing in this paragraph shall be construed to alter or limit any other applicable provisions of federal or state laws, rules, or regulations.

This Agreement allows for funds to be disbursed to the Project Sponsor for allowable invoiced costs, under the provisions of 215,971(1)(h), Florida Statutes. Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for payment of the construction costs incurred. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the planning, design, and construction funds shall be made using the Department's disbursement request form.

## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree,

having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or

remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - RESERVED

## ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost and Project schedule. A Final Amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the dates set in Section 10.07 for submittal and approval of Planning and/or Design Activities, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "EPA Signage Guidelines".

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the

initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. ASSET MANAGEMENT PLAN.

Subsection 62-552.700(7), Florida Administrative Code encourages Project Sponsors to implement an Asset Management Plan to promote long term sustainability of the Water System.

The plan must include each of the following elements: i) identification of all assets within the Project Sponsor's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and drinking water use projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility); and x) a plan to preserve the assets, renewal, replacement, and repair of the assets as necessary and a risk-benefit analysis to determine the optimum renewal or replacement time.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at** public.services@dep.state.fl.us, **or at the mailing address below:**

**Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Blvd, MS 49**
**Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect

based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including E-Verify and prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $700,000. Of that, the estimated amount of Principal Forgiveness is $700,000.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

| CATEGORY | APPROVED PROJECT COSTS ($) | CONTINGENT PROJECT COSTS |
|---|---|---|
| Planning Activities | 700,000 | 0 |
| Design Activities | 0 | 1,896,900 |
| Construction and Demolition | 0 | 23,170,000 |
| Contingencies | 0 | 2,317,000 |
| Technical Services After Bid Opening | 0 | 1,390,200 |
| SUBTOTAL (Disbursable Amount) | 700,000 | 28,774,100 |
| Less Principal Forgiveness | (700,000) | (28,774,100) |
| TOTAL (Loan Principal Amount) | 0 | 0 |

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on November 12, 2025. Invoices submitted for work conducted on or after this date shall be eligible for disbursement.

(2) Initial submittal of Planning Activities is scheduled for no later than November 15, 2026.

(3) Completion of Planning Activities is scheduled for May 15, 2027. Planning Activities must be approved by the Department before funding for Design Activities is available.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the Planning Activities must be submitted.

(2) The Project Sponsor understands and agrees by execution of this Agreement that funding for Design and Construction is contingent upon acceptance of the Planning Documentation, as defined by subsection 62-552.700(2) F.A.C., as well as acceptance of project eligibility under the American Relief Act, 2025 (P.L. 118-158) and documentation of hurricane impact directly related to the drinking water system.

(3) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the American Relief Act, 2025, and will ensure contracts whether directly entered into with the Project Sponsor or through subcontracts, incorporate the required provisions of the law into the Project.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW5316A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
**TOWN OF LAKE HAMILTON**

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____
Town Clerk

_____
Town Attorney

SEAL

for
**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

_____
Secretary or Designee

_____
Date

# RESOLUTION R-2026-2

**A RESOLUTION OF THE TOWN OF LAKE HAMILTON, FLORIDA, RELATING TO THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING PRINCIPAL FORGIVENESS; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of drinking water infrastructure and

**WHEREAS**, Florida Administrative Code rules require authorization to apply for loans, to establish designation of principal forgiveness, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

**WHEREAS**, the State Revolving Fund loan priority list designates Project No. 5316A funded via the Supplemental Appropriation for Hurricane Helen and Milton and Hawai'i Wildfires (SAHM) as eligible for available funding; and

**WHEREAS,** the Town of Lake Hamilton, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

## SECTION I. FINDINGS

1. The foregoing findings are incorporated herein by reference and made a part hereof.

## SECTION II. LOAN APPLICATION AUTHORIZATION

2. The Town of Lake Hamilton is authorized to apply for a loan to finance the planning, design, and construction of the project.

## SECTION III. DESIGNATION OF PRINCIPAL FORGIVENESS

3. SAHM Funding administered by the Florida Department of Environmental Protection State Revolving Fund is designated to be 100% principal forgiven in an amount of $29,474,100.

## SECTION IV. AUTHORIZED REPRESENTATIVE DESIGNATION

4. The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

**SECTION V. EXECUTION OF ASSURANCES**

5. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Town Administrator is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Town Administrator is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

**SECTION VI. LEGAL AUTHORITY**

6. The legal authority for borrowing moneys to construct this Project is 166.111, Florida Statutes.

**SECTION VII. CONFLICTS**

7. All resolutions or parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

**SECTION VIII. SEVERABLITY**

8. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION IX. EFFECTIVE DATE**

9. This Resolution shall become effective immediately upon its passage and adoption.

**INTRODUCED AND PASSED** at the Regular Meeting of the Town Council of Lake Hamilton, Florida, held this 13th January 2026.

**ATTEST WITH SEAL:**

For Anthony Sabatini, Town Attorney

Jacqueline Borja, Town Clerk

**TOWN OF LAKE HAMILTON, FLORIDA**

**APPROVED:**

Phyllis Hall, Mayor

| Record of Vote | Yes | No |
|---|---|---|
| **Roberson** | ✓ | |
| **Mathis** | ✓ | |
| **Demanche** | ✓ | |

| | | |
|---|---|---|
| **Hall** | ✓ | |
| | | |



# 5.C

# Town of Lake Hamilton
## Town Council
## Agenda Summary Report

**TO:** Town Council

**THROUGH:** Brittney Sandoval, Town Administrator

**FROM:** Patrick Henry, Public Services Director

**AGENDA ITEM:** Consider Agreement with Pennoni for Planning Services for the SAHM (Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires) Water Project.

**DATE:** July 23, 2026

**SUMMARY & RECOMMENDATION:** Staff recommends approval of the attached agreement for planning services related to the SAHM Grant Funding that is to be awarded to the Town for the water project with Pennoni. This item is a special condition requested by SRF for execution of loan agreement.

10.08. SPECIAL CONDITIONS.
(1) Prior to execution of this Agreement, a signed contract between the engineering consulting firm and the Project Sponsor with specific details of the Planning Activities must be submitted.
(2) The Project Sponsor understands and agrees by execution of this Agreement that funding for Design and Construction is contingent upon acceptance of the Planning Documentation, as defined by subsection 62-552.700(2) F.A.C., as well as acceptance of project eligibility under the American Relief Act, 2025 (P.L. 118-158) and documentation of hurricane impact directly related to the drinking water system.
(3) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the American Relief Act, 2025, and will ensure contracts whether directly entered into with the Project Sponsor or through subcontracts, incorporate the required
provisions of the law into the Project.

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

**ATTORNEY REVIEW:** YES: ☒ NO: ☐ N/A: ☐

**FINANCIAL IMPACT:** YES: ☒ NO: ☐

If Yes, Please Explain: Agreement will be funded through the SAHM grant funds identified in the loan agreement with SRF.

**RECOMMENDATION:**

# 5.D

# Town of Lake Hamilton
## Town Council
## Agenda Summary Report

**TO:** Town Council

**THROUGH:** Brittney Sandoval, Town Administrator

**FROM:** Patrick Henry, Public Services Director

**AGENDA ITEM:** Consider Offer to purchase land in the pursuit of a new Public Works Facility and for Parks and Recreation Facilities from the Dundee Citrus Growers Association. 10.5 +/- acres at the SE corner of Scenic Hwy and Water Tank Road.

Parcel ID: 272816823800000010
Parcel ID: 272816823800000050

**DATE:** July 23, 2026

**SUMMARY & RECOMMENDATION:** Consider agreement attached and authorize the Town Administrator to propose a purchase offer (to be determined by council) and execute all documents in the acquisition of land purchase.

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

**ATTORNEY REVIEW:** YES: ☒ NO: ☐ N/A: ☐

**FINANCIAL IMPACT:** YES: ☒ NO: ☐

If Yes, Please Explain: The asking price for the land is $500,000. Council appropriated $900,000 in G/L 001-519-911 Municipal Facilities for the land and building for the maintenance building. There is also $230,500 budgeted in G/L 001-572-091 that could be utilized in the purchase due to the proposed plan for the property.

**RECOMMENDATION:**

**ATTACHMENT(S):**
20260717153434.pdf

Dundee Citrus Growers Association
111 First Street N
Dundee, Florida 33838

July 17, 2026

Town of Lake Hamilton
Brittney Sandoval, Town Administrator
PO Box 126
Lake Hamilton, FL 33851

In Re: Proposed Sale of a 9.9 +/- acre parcel, as identified in Exhibit "A" and a 0.64 +/- acre parcel, as identified in Exhibit "B"

Ms. Sandoval:

This letter will serve to confirm that the undersigned, Dundee Citrus Growers Association, a Florida not for profit corporation [hereinafter, "Dundee Citrus"] has authority to negotiate an Agreement with The Town of Lake Hamilton [hereinafter, "The Town"] relating to the sale of the property described in Exhibit "A" and "B" attached hereto.

1. Purchase Price. The purchase price shall be Five Hundred Thousand and No/100s Dollars ($500,000.00) for the real property described in Exhibit "A" and "B", payable in cash at closing, subject to such adjustments, credit and prorations at closing as are provided in the Purchase and Sale Agreement [hereinafter, the "Agreement"] contemplated as being entered into between Dundee Citrus and The Town.

2. Deposit. Upon full execution of the Agreement (hereinafter defined) by Dundee Citrus and The Town, The Town shall deposit, in a non-interest-bearing account with an Escrow Agent chosen by Dundee Citrus and agreeable to The Town, the sum of Fifty Thousand and No/100s Dollars ($50,000.00) as the Escrow Deposit under the Agreement. If, prior to the expiration of the Investigation Period [as hereinafter defined] The Town, for any reason whatsoever, decides not to purchase the property, the Escrow Deposit shall be fully refunded to The Town.

3. Investigation Period. The Town shall have fourteen (14) days from the date of the complete execution of the Agreement (the "Execution Date") in order to review and conduct any tests, investigations, or other examinations which The Town deems necessary in order to determine suitability of the premises for The Towns' purposes. If prior to the expiration of the Investigation Period The Town elects to terminate the Agreement, the Escrow Deposit shall be fully refunded to The Town, together with interest earned thereon up to such point, if any.

4. Closing Costs. Closing Costs shall be portioned as set forth in the Purchase and Sale Agreement contemplated as being entered into by and between Dundee Citrus and The Town, with The Town responsible for procuring and paying for title insurance.

5. Brokerage. Dundee Citrus and The Town shall represent, each to the other, that no brokers have been involved in the contemplated transaction and, therefore, no brokerage fees or commissions shall be due to any third party from either Dundee Citrus or The Town.

6. Closing. Closing of the transaction contemplated by the parties shall occur on or before August 27, 2026.

7. Purchase and Sale Agreement. The Agreement contemplated by this Letter of Intent may be drafted by either Dundee Citrus' or The Town's legal counsel, as Dundee Citrus and The Town mutually concur. The Agreement shall be consistent with this Letter of Intent, as well as such other provisions as may be hereinafter ascertained to be acceptable to the parties hereto.

This Letter of Intent shall expire and be of no further force and effect unless accepted by The Town on or before 5:00 p.m. on July 24, 2026. Further, in the event this Letter of Intent is accepted by The Town, it will automatically expire on its own terms on July 31, 2026, unless it is superseded by a mutually acceptable fully executed Purchase and Sale Agreement between the parties.

This is a non-binding Letter of Intent. It does not constitute a Contract between the parties, nor an offer to sell or purchase and is intended only to serve as an interim outline of the aspects of the proposed transaction relating to the properties hereinabove referenced, it being understood that completion of the transaction is subject to negotiation and mutual execution of an Agreement satisfactory to both parties.

**DUNDEE CITRUS GROWERS ASSOCIATION**

By: Steven B. Callaham

(Steven B. Callaham, Secretary)

The above terms and conditions are understood, agreed to, and accepted this _____

day of _____, 2026.

TOWN OF LAKE HAMILTON

By: _____

(_____)

# EXHIBIT "A"

The tract we would like to sell is comprised of a portion of the following parcel ID:

27-28-16-823800-000010 on Nebraska Blvd, Lake Hamilton, FL

| | |
|---|---|
| **Parcel ID:** | 272816823800000010 |
| **Owner1:** | DUNDEE CITRUS GROWERS ASSOCIATION |
| **Physical Street Address:** | SCENIC HIGHWAY |
| **Postal City/St/Zip:** | HAINES CITY FL 33844 |

**MAP DISCLAIMER:**
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**
This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.




**Property Description:**
HAMILTON PK RESUB PB 33 PG 33 LOTS 1 THRU 4 6 7 & 9

# EXHIBIT "B"

The tract we would like to sell is comprised of a portion of the following parcel ID:

27-28-16-823800-000050 on Nebraska Blvd, Lake Hamilton, FL

| | |
|---|---|
| **Parcel ID:** | 272816823800000050 |
| **Owner1:** | DUNDEE CITRUS GROWERS ASSOCIATION |
| **Physical Street Address:** | NEBRASKA BLVD |
| **Postal City/St/Zip:** | HAINES CITY FL 33844 |

**MAP DISCLAIMER:**
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

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**Property Description:**
HAMILTON PK RESUB PB 33 PG 33 LOT 5

# 5.E

# Town of Lake Hamilton
## Town Council
## Agenda Summary Report

**TO:** Town Council

**THROUGH:**

**FROM:** Brittney Sandoval, Town Administrator

**AGENDA ITEM:** Budget Workshop

**DATE:** July 23, 2026

**SUMMARY & RECOMMENDATION:** Budget Workshop

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

**ATTORNEY REVIEW:** YES: ☐ NO: ☐ N/A: ☒

**FINANCIAL IMPACT:** YES: ☐ NO: ☒

If Yes, Please Explain: Discussion on Budget for FY 26-27

**RECOMMENDATION:**