Town of Lake Hamilton

Town Council Special Meeting Agenda – November 18, 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. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2025-2026; REFLECTING AN AMENDMENT TO REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

   B. RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2026-2027 - ADDITIONAL PERSONNEL EXPENSES FOR A FULL-TIME CODE ENFORCEMENT SPECIALIST

   C. Consider Approval of Amendment 1 of the State Revolving Fund Loan Agreement WW531680 for the Town of Lake Hamilton.

   D. Consider Approval of Change Order #4 for Lake Hamilton Monroe Street Water Treatment Plant and Offsite Wellfield Project.

   E. ADDENDUM 6 TO SUPPLEMENTAL AGREEMENT 24-005 (PENNONI) – MONROE ST. WATER TREATMENT PLANT CONSTRUCTION TECHNICAL SERVICES.

   F. SUPPLEMENTAL AGREEMENT 26-013 TO MASTER AGREEMENT FDEP WASTEWATER TREATMENT FACILITY PERMIT RENEWAL SERVICES

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: Melody Sauerhafer, Finance Director

AGENDA ITEM: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2025-2026; REFLECTING AN AMENDMENT TO REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 18, 2026

SUMMARY & RECOMMENDATION: 2025-2026 Approve Final Budget Amendment

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 budget amendment final.pdf
Budget Amendment Exhibit A Final.pdf

RESOLUTION R-2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2025-2026; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a duly noticed meeting of the Town Council of the Town of Lake Hamilton, Florida, the 2025-2026 budget amendment was presented to the people of the Town of Lake Hamilton on November 18, 2026; and

WHEREAS, public comments and input were considered by the Town Council in approving the attached budget amendment.

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

SECTION 1.
The attached General Fund budget amendment request in "Exhibit A" for the Town of Lake Hamilton is hereby adopted and incorporated by reference.

SECTION 2.
The sums of money delineated therein, or as much as may be authorized by law, or as may be needed or deemed necessary to defray the expenses and liabilities of the Town are herein confirmed, ratified, and appropriated for the corporate purposes and objects of said Town herein specified.

SECTION 4. CONFLICTS.
All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.
If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. 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 18th day of November 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
Collier		
Mathis		
Ortega		
Demanche		
Hall		

Exhibit A
Town of Lake Hamilton

100 Smith Avenue - P.O. Box 126
Lake Hamilton, Florida 33851
(863) 439-1910
www.townoflakehamilton.com

BUDGET AMENDMENT REQUEST FORM

"FR0M ACCOUNT"			*"TO ACCOUNT"*		
Account Number	*Current Balance*	*Amount Transfer*	*Account Number*	*Amount Transferred*	*New Balance*
General Fund Reserves FY25-26			001-521-525	308,000	

JUSTIFICATION:
Red Light Camera Revenue that is paid back to the State was not budgeted as an expense per State Statute.

_____

_____

APPROVALS:

_____
Brittney Sandoval, Town Administrator, *Signature / Date*

_____
Phyllis Hall, Mayor, *Signature /Date*

Entry Control #_____

Fiscal Year _____

Transaction Date: _____/_____/_____

(For Finance Department Use Only)

_____
Finance Officer's - Signature / Date

(Request to be placed on Council Consent Agenda for Approval)

5.B

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, Community Development Director

AGENDA ITEM: RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2026-2027 - ADDITIONAL PERSONNEL EXPENSES FOR A FULL-TIME CODE ENFORCEMENT SPECIALIST

DATE: November 18, 2026

SUMMARY & RECOMMENDATION: The original FY 2026-2027 budget included a Salaries / Benefits expense for a Part-Time Code Enforcement Specialist. In order to improve recruitment and meet code enforcement service needs for the Town of Lake Hamilton, staff is requesting a budget amendment to allow the Town an option to offer a competitive full-time salary for a qualified Code Enforcement Specialist to join the Community Development Department.

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The budget amendment request form shows an increase of $40,750 for Personnel Expenses to the Community Development Department's budget.

RECOMMENDATION:

ATTACHMENT(S):
Resolution R-2026-XX budget amendment _ CODEenforcement.pdf
Budget Amendment Community Development 11.18.26_EXH_a.pdf

RESOLUTION R-2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2026-2027; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a duly noticed meeting of the Town Council of the Town of Lake Hamilton, Florida, the 2026-2027 budget amendment was presented to the people of the Town of Lake Hamilton on November 18, 2026; and

WHEREAS, public comments and input were considered by the Town Council in approving the attached budget amendment.

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

SECTION 1.

The attached Enterprise Fund budget amendment request in "Exhibit A" for the Town of Lake Hamilton is hereby adopted and incorporated by reference.

SECTION 2.

The sums of money delineated therein, or as much as may be authorized by law, or as may be needed or deemed necessary to defray the expenses and liabilities of the Town are herein confirmed, ratified, and appropriated for the corporate purposes and objects of said Town herein specified.

SECTION 4. CONFLICTS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. 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 18th day of November 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
Collier		
Mathis		
Ortega		
Demanche		
Hall		

EXHIBIT A:

Town of Lake Hamilton

100 Smith Avenue - P.O. Box 126
Lake Hamilton, Florida 33851
(863) 439-1910
www.townoflakehamilton.com

BUDGET AMENDMENT REQUEST FORM

"FR0M ACCOUNT"		
Account Number	***Current Balance***	***Amount Transfer***

"TO ACCOUNT"		
Account Number	***Amount Transferred***	***New Balance***
001-524-012 - Salaries	23,850	448,580
001-524-021 – FICA Taxes	1,830	34,320
001-524-022 - Retirement	3,240	54,620
001-524-023 – Health & Life	11,830	70,960

JUSTIFICATION:
Community Development Personell expenses are being increased to allow for a full-time Code Enforcement Officer.

_____

_____

APPROVALS:

_____
Brittney Sandoval, Town Administrator, ***Signature / Date***

_____
Phyllis Hall, Mayor, ***Signature /Date***

Entry Control #_____

Fiscal Year _____

Transaction Date: _____/_____/_____

(For Finance Department Use Only)

_____
Finance Officer's - Signature / Date

(Request to be placed on Council Consent Agenda for Approval)

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 Approval of Amendment 1 of the State Revolving Fund Loan Agreement WW531680 for the Town of Lake Hamilton.

DATE: November 18, 2026

SUMMARY & RECOMMENDATION: Staff recommends Council to authorize the agreement allowing for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, F.S. Disbursements shall be made directly to the Local Government 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. In addition to the invoices for costs incurred, proof of payment will be required with the next disbursement request.

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) WW531680 A1 - Town of Lake Hamilton - ext.pdf

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW531680
TOWN OF LAKE HAMILTON

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

Pursuant to Section 403.1835, Florida Statutes (F.S) and Chapter 62-503, Florida Administrative Code (FAC), the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 1.01 of the Agreement is amended to include the following definition:

"Construction" shall mean the work defined in the approved plans and specifications, that is competitively procured and includes the Department's supplementary conditions and additional federal conditions.

"Technical Services" shall mean project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, overall construction coordination and supervision, and other activities deemed necessary for the construction of a project.

2. Section 4.05 of the Agreement is deleted and replaced as follows:

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government 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 amendment thereto, is in effect unless the written consent of the Department is first secured. Should the Local Government choose to sell, lease or dispose of any part of the Utility System, Principal Forgiveness funding may be rescinded, and repayment may be required.

3. Section 4.08 of the Agreement is deleted and replaced as follows:

4.08. DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, F.S. Disbursements shall be made directly to the Local Government 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. In addition to the invoices for costs incurred, proof of payment will be required with the next disbursement request. 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 and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

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

The Department will review the submitted disbursement request to verify that documentation, as described above, is complete and accurate. Upon review and written acceptance by the Department, the disbursement request may be processed.

Requests by the Local Government for disbursement of funds for tasks identified in the project cost table shall be made using the Department's disbursement request form, no more frequently than monthly

4. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the workforce entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments 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 Local Government must use

Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of SF 1445 are available from EPA on request.

(2) The Local Government 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 Local Government 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. Local Governments 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 Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government 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) Local Governments 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.

5. Section 8.16 of the Agreement is deleted and replaced as follows:

8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 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.

6. Section 9.01 of the Agreement is deleted and replaced as follows:

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 Debarment, 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 Local Government and contractors are in compliance with labor standards, including 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 Local Government 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.

7. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for August 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than August 15, 2027.

(4) The first Semiannual Loan Payment in the amount of $64,148 shall be due February 15, 2028.

8. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 1 to Loan Agreement WW531680 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 amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF LAKE HAMILTON

_____
Mayor

Attest:

_____
Town Clerk

SEAL

Approved as to form and legal sufficiency:

_____
Town Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

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 Approval of Change Order #4 for Lake Hamilton Monroe Street Water Treatment Plant and Offsite Wellfield Project.

DATE: November 18, 2026

SUMMARY & RECOMMENDATION:

Staff requests that the Town Council authorize the Mayor to execute Change Order No. 4 on behalf of the Town.

Contractor: TCL Diversified
Engineer: Pennoni

The Contract is modified as follows upon execution of this Change Order:

1) HSP Modification: Per Field Order No. 14, the HSP originally proposed to replace Jockey Pump No. 2 will now be installed as a replacement for HSP No. 2. TLC will provide all purchased fittings, valves, and parts originally needed to replace the jockey pump to the Town as spares.

2) Cl2 and pH Analyzers: Per revised sheets for Cl2 and pH analyzer revisions provided on 09/28/2026, two sets of chlorine and pH analyzers are to be installed at the GSR No. 1 and GSR No. 2 discharge lines to allow the Town's to monitor the chlorine residual and pH within the tanks via PLC connection. Work is to include all required conduit, additional concrete, racks, wiring, programming, pipe tapping, trenching, etc. required to install and mount analyzers and connect to the new PLC.

3) 1" Pressure Sense Line: Per Field Order No. 15, an additional 1" pressure sense line for the altitude valve is to be installed to tee into the existing 1" sense line to GSR No. 2's drain to the GSR No. 1 drain-line and allow the Town to sense pressure from either tank.

4) PLC Modification: Due to a recent announcement, the Allen-Bradley CompactLogix 1756 is to be discontinued. To provide the Town with equipment that will give them the longest usable lifespan, the

PLC's are to revised to the new Allen-Bradley CompactLogix 5380 series including all required I/O for each panel.

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: This project is funded from Capitalization Grants for Drinking Water State Revolving Fund. Funding Amount $15,986,495, the remaining contingency is $213,909.70 available to fund change order number 4 at $141,641.83. This item is in the current budget under G/L # 401-533-633.

RECOMMENDATION:

ATTACHMENT(S):
(Action Item) Change Order Form No. 4.pdf

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 4

Date of Issuance: 11/4/2026	Effective Date: 11/4/2026
Owner: Town of Lake Hamilton	Owner's Contract No.:
Contractor: TLC Diversified	Contractor's Project No.:
Engineer: Pennoni, Inc.	Engineer's Project No.: LAKHA24005
Project: Lake Hamilton Monroe St WTP and Offsite Wellfield	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

1) HSP Modification: Per Field Order No. 14, the HSP originally proposed to replace Jockey Pump No. 2 will now be installed as a replacement for HSP No. 2. TLC will provide all purchased fittings, valves, and parts originally needed to replace the jockey pump to the Town as spares.
2) Cl2 and pH Analyzers: Per revised sheets for Cl2 and pH analyzer revisions provided on 09/28/2026, two sets of chlorine and pH analyzers are to be installed at the GSR No. 1 and GSR No. 2 discharge lines to allow the Town's to monitor the chlorine residual and pH within the tanks via PLC connection. Work is to include all required conduit, additional concrete, racks, wiring, programming, pipe tapping, trenching, etc. required to install and mount analyzers and connect to the new PLC.
3) 1" Pressure Sense Line: Per Field Order No. 15, an additional 1" pressure sense line for the altitude valve is to be installed to tee into the existing 1" sense line to GSR No. 2's drain to the GSR No. 1 drain-line and allow the Town to sense pressure from either tank.
4) PLC Modification: Due to a recent announcement, the Allen-Bradley CompactLogix 1756 is to be discontinued. To provide the Town with equipment that will give them the longest usable lifespan, the PLC's are to revised to the new Allen-Bradley CompactLogix 5380 series including all required I/O for each panel.

   NOTE: Per CO NO. 4 discussion between Town, TLC, and Pennoni on November 4th, 2026, the Town informed TLC that their next water quality sampling testing will be occurring on January 15th and they would need approximately one month to adjust their chemical injection dosages to acceptable levels. The Town understands that by approving the CO No. 4, they are extending the total contract time of the project but is requesting that TLC make all efforts possible to bring the Monroe WTP site chemical addition systems (all four chemical buildings, pumps, and skids), degassifier tower, and PLC communication system online by or near December 4th (in accordance with original CO No. 3 extension) in order to provide the Town operators enough time to modify and adjust their chemical treatment methods to within passing quality parameters.

Attachments:

- Cl2 and pH Analyzer Revision Sheets – September 28, 2026
- Field Order No. 14 – October 1, 2026
- Field Order No. 15 – October 19, 2026
- TLC Change Order No. 4 Proposal – November 3, 2026
  - BL Smith Proposal for additional conduit, duct bank, power, and fiber optic cable – September 30, 2026
  - Pro Control Proposal for two sets of Cl2 and pH analyzers including enclosure, wet taps, probes, and additional data on SCADA – October 1, 2026
  - Pro Control Proposal for PLC revision to Allen-Bradley CompactLogix 5380 Series – October 29, 2026

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 13,959,000.00	Original Contract Times: Substantial Completion: June 7, 2026 Ready for Final Payment: August 6, 2026 days or dates

[Increase] [Decrease] from previously approved Change Orders No. 2 to No. 3 : $ 29,997.60	[Increase] [Decrease] from previously approved Change Orders No. 2 to No. 3 : Substantial Completion: 0 Ready for Final Payment: 0 Days
Contract Price prior to this Change Order: $ 14,838,374.30	Contract Times prior to this Change Order: Substantial Completion: December 4, 2026 Ready for Final Payment: February 2, 2026 days or dates
[Increase] [Decrease] of this Change Order: $ 141,641.83	[Increase] [Decrease] of this Change Order: Substantial Completion: 30 Ready for Final Payment: 30 days or dates
Contract Price incorporating this Change Order: $ 14,980,016.13	Contract Times with all approved Change Orders: Substantial Completion: January 3, 2027 Ready for Final Payment: March 4, 2027 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

5.E

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: ADDENDUM 6 TO SUPPLEMENTAL AGREEMENT 24-005 (PENNONI) – MONROE ST. WATER TREATMENT PLANT CONSTRUCTION TECHNICAL SERVICES.

DATE: November 18, 2026

SUMMARY & RECOMMENDATION:

Staff recommends Council approval of the supplemental agreement with Pennoni for the referenced services to accommodate the additional 30 days from TLC to be approved in Change Order 4.

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

ATTORNEY REVIEW: YES: ☐ NO: ☒ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Services described herein can be funded using remaining State Revolving Fund (SRF) contingency funds from the ongoing Monroe Water Treatment Plant Project.
GL Code 401-533-633

RECOMMENDATION:

ATTACHMENT(S):
(Action Item) ADDENDUM 6 - LAKHA24005P Monroe Street WTP Construction Services Proposal V1.pdf
(Action Item) ADDENDUM 6 TO SUPPLEMENTAL AGREEMENT NUMBER LAKAH24005.pdf

401 Third Street SW
Winter Haven, FL 33880
T: 863-324-1112
F: 863-294-6185

www.pennoni.com

November 9, 2026

Proposal No. LAKHA24005P

Ms. Brittney Sandoval, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: ADDENDUM 6 TO SUPPLEMENTAL AGREEMENT 24-005 – MONROE ST. WATER TREATMENT PLANT CONSTRUCTION TECHNICAL SERVICES

Dear Ms. Sandoval:

We are pleased to submit this Addendum 4 to Agreement 24-005 to provide additional consulting engineering services during construction for the referenced Project.

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

Please call 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.
Vice President

ADDENDUM 6 TO SUPPLEMENTAL AGREEMENT NUMBER LAKAH24005

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

MONROE STREET WTP – CONSTRUCTION TECHNICAL SERVICES

1.0 GENERAL: This is Addendum 6 to Supplemental Agreement LAKHA24005P 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 ASSUMPTIONS: The Town commissioned Pennoni in July of 2024 to provide bidding and technical support services during construction for the Town's Monroe Street Water Plant and Well Improvements Project. Pennoni's Town- and FDEP-approved scope of services and budget to provide technical services during construction ($32,310/month). As a result of the Contractor's recent change order #4 approval, the Contractor is requesting a 30 day time extension. This time extension will require Pennoni will to perform technical services during construction for an additional 30 days. It should be noted that contingency funds in the FDEP grant/loan funding award are available to pay for both the Contractor's change order and also Pennoni's additional technical services during construction described herein.

Town staff requested Pennoni to provide the necessary additional technical services during construction to accommodate the Contractor's time extension.

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

5.0 SCOPE OF WORK: Pennoni shall provide, or obtain from others, professional engineering design services for this Project. Pennoni's services will include serving as the Town's engineering representative for the Project, providing customary professional civil engineering and consulting

services. Pennoni makes no warranties, express or implied, under this Task Authorization or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's additional scope of work for this Project.

5.1 Bidding Services: No Changes

5.2 Technical Services During Construction: Pennoni will provide the following additional services during the extended 30 day construction term:

5.2.1 Respond to Questions: Respond to the Contractor's questions to help clarify the intent of the design documents.

5.2.2 Construction Observation and Engineering Support: Provide construction engineering support and make daily visits to the site during the course of construction to observe and document construction for conformance with the general intent of the civil construction plans, specifications, and permit applications prepared by Pennoni. Fees for this proposed additional work scope item were determined assuming an additional construction contract time duration of 30 days (1 month) to achieve final project final completion. Please note that the scope/cost has been reduced to account for days the contractor is anticipated to not be working on/before the Christmas and New Years holiday (4 work days).

5.2.3 Shop Drawing Review: Review Contractor's shop drawing submittals, respond to the Contractor's requests for information, and maintain a log of associated correspondence.

5.2.4 Pay Application Review: Review and process Contractor's pay applications.

5.2.5 Progress Meetings: Prepare for and conduct monthly progress meetings (as deemed necessary by the Client) and prepare meeting summary memorandum(s) to document discussions.

5.2.6 DWSRF Grant/Loan Disbursement Requests: Following technical review and approval of Contractor pay requests, assist the Town with submitting grant/loan disbursement requests to the FDEP including appropriate project progress reporting forms.

5.2.7 Buy American Build American Requirements: Review construction Contractor submittals to monitor compliance with the Buy American Build American the DWSRF Loan.

5.2.8 Davis-Bacon Provisions: Assist the Town in administering Davis-Bacon wage survey and reporting requirements that are a requirement of the DWSRF Loan.

5.2.9 Other FDEP DWSRF Coordination: Coordinate with FDEP DWSRF staff on the Town's behalf to generally ensure compliance with the terms and conditions of the DWSRF funding agreement.

5.3 Exclusions: NO CHANGE

6.0 PENNONI'S COMPENSATION

Our additional lump sum fees, excluding reimbursable costs, to provide the above-described services are as follows:

Technical Services During Construction (Additional) .....$ 19,000
Total $19,000

NOTE: Additional services charges are based on an additional 1 month construction period and the previously approved rate of $32,311/month.

6.1 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 in accordance with our Town-approved Schedule of Hourly Rates and Reimbursable Costs.

6.2 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.

7.0 TOWN'S RESPONSIBILITIES: NO CHANGE

8.0 OTHER MATTERS: NO CHANGE

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

_____ of _____ 2026.
(Day) (Month)

TOWN OF LAKE HAMILTON

_____ _____
Authorized Representative, Witness

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE, Vice President

DATE: 11-9-26

Request for Payment $25,000 and Over

Deparment:	**Water**
Request Date:	**11/9/2026**
Requested Amount:	**19,000.00**

Purchase Description

ADDENDUM 6 TO SUPPLEMENTAL AGREEMENT NUMBER LAKAH24005

Pennoni

GL-ACCT#:401-533-633

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		**GL-ACCT#:**
FROM		TO

Dept. Director:	**Approved Date:**
Administrator:	**Mayor:**
Finance Director:	**Town Clerk:**

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: SUPPLEMENTAL AGREEMENT 26-013 TO MASTER AGREEMENT FDEP WASTEWATER TREATMENT FACILITY PERMIT RENEWAL SERVICES

DATE: November 18, 2026

SUMMARY & RECOMMENDATION:

Staff requests that the Town Council authorize the Mayor to execute an agreement with the Town's consulting engineer, Pennoni, for professional engineering services associated with the renewal of the Town's Wastewater Treatment Facility operating permit.

The permit renewal process requires engineering support to prepare, review, and submit the necessary technical documentation and regulatory information to the Florida Department of Environmental Protection (FDEP) to maintain the facility's operating authorization and ensure continued regulatory compliance.

Staff recommends approval of the proposed engineering services and authorization for the Mayor to execute the agreement on behalf of the Town.

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

ATTORNEY REVIEW: YES: ☐ NO: ☒ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Funding provided in the amount of $16,500.00 with FY26/27 budget for Professional Services GL Code 401-535-031

RECOMMENDATION:

ATTACHMENT(S):
(Action Item) LAKHA26013 WWTF Permit Renewal 2026 proposal V2.pdf

November 4, 2026

Proposal No. LAKHA26013P

Ms. Brittney Sandoval, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, FL 33851

RE: SUPPLEMENTAL AGREEMENT 26-013 TO MASTER AGREEMENT
FDEP WASTEWATER TREATMENT FACILITY PERMIT RENEWAL SERVICES

Dear Ms. Sandoval:

In accordance with the Town's request, we are pleased to submit this Supplemental Agreement to provide the Town with consulting engineering services on this Project. This Agreement describes our scope of services to prepare and submit an application to the Florida Department of Environmental Protection (FDEP) to renew the Town's Operating Permit for its Wastewater Treatment Facility (Permit No. FLAB07302). Upon approval, please return one executed original of this Proposal to serve as our notice to proceed.

1.0 PROJECT BACKGROUND AND ASSUMPTIONS:

The Town of Lake Hamilton has an Operating Permit issued by FDEP for its 0.500 MGD AADF Wastewater Treatment Facility (WWTF) with rapid infiltration basin (RIB) reuse, which must be renewed every 5 years.

Our proposal is based on the following assumptions:

- The Town of Lake Hamilton desires to renew the current WWTF FDEP Permit, which expires on August 3, 2027. The completed permit application and supporting documentation must be submitted to FDEP 180 days prior to the expiration of the existing permit (prior to February 4, 2027).
- In an effort to proceed with the permitting services as quickly as possible and keep the costs to a minimum, Engineer will rely on information provided by others or historical information available for the facility. Research associated with or verification of accuracy of information provided by others is not part of this Project.
- The Town will provide the appropriate Operation and Maintenance (O&M) manuals, WWTF Log Book, existing permit(s), sludge disposal agreements and records, and effluent discharge permit(s), if any, for our review and use in renewing the WWTF permit.
- All data acquisition efforts have been performed by the Town, and the data is readily available for our review.

2.0 SCHEDULE:

Pennoni will endeavor to submit the permit renewal application package to FDEP no later than February 4, 2027, provided that this Supplemental Agreement is executed by December 18, 2026, the Town provides the information identified in Section 4.0 by December 15, 2027, and no unforeseen deficiencies, regulatory issues, or additional information requirements materially affect the preparation of the application.

3.0 SCOPE OF WORK:

Pennoni will provide professional consulting engineering services for this Project. 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 services for this Project.

3.1 Permit Renewal Phase - Pennoni will:

3.1.1 Attend a Project kick-off meeting with the Town staff to review this Project to establish communications and reporting protocols.
3.1.2 Review design flows and WWTF loading data (BOD, etc.) provided by the Town.
3.1.3 Review effluent quality/quantity data provided by the Town.
3.1.4 Review, evaluate, and compare Item 3.1.2 and 3.1.3 data to determine if the facility appears to be operating as designed.
3.1.5 Review the existing O&M manual for the WWTF provided by the Town.
3.1.6 Prepare a process flow diagram for the existing WWTF based on readily available drawings and data provided by the Town.
3.1.7 Conduct one (1) site visit to perform the O&M Performance Report field evaluation and meet with Town representatives to discuss our findings and preliminary Permit renewal application documents.
3.1.8 Prepare, submit, and process FDEP Permit Renewal Application Document Form 1 (General Information Form 62-620.910(1)) and Form 2A (Wastewater Application for a Domestic Wastewater Facility Permit Form 62-620.910(2)), including preparation of an O&M Performance Report, an Updated Capacity Analysis Report (CAR), an update to the Town's Power Outage Contingency Plan based on information provided by the Town, and compiling the Town-furnished items listed in Section 4.0, all to be submitted in digital format.
3.1.9 Coordinate with FDEP during its review of the permit renewal application, including routine correspondence and clarification of application requirements.
3.1.10 Respond to one (1) request for additional information (RAI) from the FDEP.

3.2 Exclusions

Services not explicitly described in this Scope of Work will be performed as an additional service upon request and approval by the Town, including but not limited to the following:

3.2.1 Preparing FDEP WWTF Permit support documents (Design Report, O&M Manual, Best Management Practices (BMP) Report, As-Builts, Construction Completion Certification, sludge disposal agreements, surface water discharge or other permit applications, etc.).
3.2.2 Topographic or Boundary Surveys.
3.2.3 Environmental Audits.
3.2.4 Preparation or update of the Collection System Action Plan.
3.2.5 Paying for outside review or application fees.
3.2.6 Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Pennoni is party thereto.
3.2.7 Groundwater, reclaimed water, biosolids, or other sampling and laboratory analysis.
3.2.8 Permit modifications, revisions, variances, or other regulatory authorizations, including permitting for the Phase 3 WWTF expansion.
3.2.9 Permit compliance, enforcement, or industrial pretreatment matters.

4.0 TOWN'S RESPONSIBILITIES:

The Town shall assume the following responsibilities in order to assist Pennoni in the timely and proper completion of its professional services.

4.1 Designate a Town representative with respect to the services to be rendered under this Supplemental Agreement. This representative shall have complete authority to transmit instructions, receive information, and interpret and define Town's policies and decisions with respect to Pennoni's services for this Project.
4.2 Promptly review, comment on, and return Pennoni's submittals.
4.3 Pay all Agency permit application and review fees.
4.4 Promptly advise Engineer when the Town becomes aware of any concerns in Engineer's services.
4.5 Furnish Engineer with all information as to its requirements, including any special or extraordinary considerations for the Project, and to make available existing pertinent data.
4.6 Furnish all facility information and data/records reasonably necessary for Engineer to complete the services described herein.
4.7 Provide access to all Town sites and facilities related to the Project.
4.8 Promptly furnish necessary data including Discharge Monitoring Reports, influent data, and flow data for the current permit term; and the current Power Outage Contingency Plan (POCP) and Collection System Action Plan (CSAP).
4.9 Provide the Town's current Treatment Facility Biosolids Plan (Form 62-640.210(2)(a)), Facility Biosolids Storage Plan, and biosolids management facility contract.
4.10 Provide Engineer with current laboratory reports documenting all sampling and analyses required by the existing permit including monitoring well sampling required by Permit Condition III.B and the annual reclaimed water analysis required by Permit Condition I.B.9.

5.0 ENGINEER'S COMPENSATION:

Our lump sum fee to provide the above described Permitting Services is **$16,500.00.**

Should the Town elect to expand the Scope of Work to include work tasks not covered in this Supplemental 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 in accordance with Pennoni's 2026 Schedule of hourly rates and reimbursable costs.

6.0 OTHER MATTERS:

This is Supplemental Agreement LAKHA26013P between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for engineering services. Except as provided for herein, the provisions of the Master Agreement between the Town and Engineer dated February 9, 2007, shall apply to this Supplemental Agreement. Pennoni's 2026 Schedule of Hourly Rates and Reimbursable Costs shall apply to this Supplemental Agreement as applicable.

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 Owner wishes greater

assurance as to the amount of any cost, the Town shall employ an independent cost estimator to make such determination.

This proposal may be void if not executed within 45 days.

In the performance of its work, Pennoni will rely on readily available and historic information (planning and growth data, plans, as-built drawings, infrastructure and other facility mapping data, manuals, specifications, reports, cost data, etc.) provided by the Owner and by others without research to verify the accuracy of said information.

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

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 SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY.

Please call us if you have any comments or questions. We sincerely appreciate the opportunity to serve the Town of Lake Hamilton on this important Project.

Sincerely,
PENNONI ASSOCIATES INC.

Steven L. Elias, PE
Vice President

Jeffrey McKinney, PE
Project Manager

Accepted By:

_____ _____
Authorized Representative of the Client Date

_____
Print Name & Title

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