CONTINUED FROM TUESDAY, JANUARY 9, 2024 AT 6:30 PM

ALL AGENDA ITEMS CONTINUED TO JANUARY 12, 2024 AT 3:00 PM; MEETING TO BE HELD AT 202 E. MAIN ST., DUNDEE, FL 33838

TOWN COMMISSION MEETING AGENDA

January 12, 2024 at 3:00 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR
(Each speaker shall be limited to three (3) minutes)

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JANUARY 12, 2024, CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30 PM

- **A. MINUTES**
  - **1. DECEMBER 12, 2023 TOWN COMMISSION MEETING**
- **B. BOARD APPOINTMENTS/REAPPOINTMENT/RESIGNATIONS**
  - **1. PATRICIA JOUBERT TREE BOARD APPOINTMENT**
  - **2. RON HALL PLANNING & ZONING RESIGNATION**
  - **3. JEFFERY GUNTER PLANNING & ZONING REAPPOINTMENT**

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. **PROCLAMATION, CENTENNIAL INVITATION TO CELEBRATE - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

2. **PROCLAMATION, MARTIN LUTHER KING JR DAY - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

NEW BUSINESS

3. **ORDINANCE 23-07, CALDWELL RIDGE ZONING MAP AMENDMENT - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

4. **ORDINANCE 23-10, COMP PLAN AMENDMENTS FOR 10 YEAR WATER SUPPLY PLAN - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

5. **ORDINANCE 23-18, WEIBERG ROAD CDD BOUNDARY AMENDMENT - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

6. **RESOLUTION 24-01, CRYSTAL LAKE PRESERVE FINAL PLAT - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

7. **DISCUSSION & ACTION, BELLA VISTA ERC RENEWALS - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

8. **DISCUSSION & ACTION, RFP 24-02, 2 AUTOMATED SIDE LOAD 31 YARD GARBAGE TRUCKS - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

9. **DISCUSSION & ACTION, RFP 24-03, 1 REAR LOAD 31 YARD GARBAGE TRUCK - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

10. **DISCUSSION & ACTION, RFP 24-05, FIRE DEPARTMENT MINI PUMPER - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

11. **DISCUSSION & ACTION, MARTIN LUTHER KING DAY ROAD CLOSURES - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

12. **DISCUSSION & ACTION, MARTIN LUTHER KING DAY VENDOR APPLICATION - CONTINUED FROM TUESDAY, JANUARY 9, 2024, AT 6:30PM**

REPORTS FROM OFFICERS
Polk County Sheriff's Office
Dundee Fire Department
Town Attorney
Town Manager
Commissioners
Mayor

ADJOURNMENT

PUBLIC NOTICE: *Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)*
If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE: Approval of the Commission Consent Agenda

SUBJECT: The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.

STAFF ANALYSIS: The consent agenda for the meeting of January 12, 2024 contains the following:

A. Minutes

1. December 12, 2023 Town Commission Meeting

B. Board Appointments/Resignations

1. Patricia Joubert – Tree Board Appointment
2. Ron Hall – Planning & Zoning Resignation
3. Jeffery Gunter – Planning & Zoning Reappointment

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: December 12, 2023 Town Commission Meeting
Patricia Joubert Tree Board Application
Ron Hall Resignation
Jeffery Gunter Intent

TOWN COMMISSION MEETING MINUTES

December 12, 2023 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Mayor Pennant at 6:30 PM

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS - Detective Mosely

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Mayor Pennant

ROLL CALL given by Town Clerk Douthat

PRESENT
Steve Glenn
Bert Goddard
Mary Richardson
Sam Pennant

ABSENT
Willie Quarles

Motion to excuse Commissioner Quarles made by Goddard, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR
(Each speaker shall be limited to three (3) minutes)

Burnestine Armwood, 308 Lewis Ct, thanked the Town for making her Citizen of the Year.

Dee Hall, 801 Lake Marie Dr, expressed concerns with the traffic on 8th St.

Tamara Grant, 1289 Legatto Loop, expressed concerns with her water bill.

Bennie Howell, 206 MLK St, expressed concerns with Code Enforcement Officer Williams.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR DECEMBER 12, 2023

Town Manager Davis reported the following change to the consent agenda:

- Drexcel Robinson Tree Board Appointment was added.

A. MINUTES

1. November 14, 2023 Town Commission Meeting

2. June 21, 2023 Tree Board Meeting

B. AGREEMENTS

1. Lincoln Avenue ROW Conveyance

2. Polk County Property Appraiser 2024 Data Sharing & Usage Agreement

BOARD APPOINTMENT

1. Planning & Zoning - Drexcel Robinson

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the consent agenda for December 12, 2023 with changes made by Goddard, Seconded by Glenn. Passed unanimously. Voting Yea: Glenn, Goddard, Richardson, Pennant

APPROVAL OF AGENDA

Town Manager Davis reported the following changes to the regular agenda:

- Item 20, Temporary Road Closures, was added

MOTION TO APPROVE the regular agenda for December 12, 2023 with changes made by Glenn, Seconded by Goddard. Passed unanimously. Voting Yea: Glenn, Goddard, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. RECOGNITION, LONGEST SERVING BOARD MEMBER

Town Manager gave the presentation recognizing James Ron Hall as the longest serving board member with the Town of Dundee.

Mayor Pennant presented Mr. Hall with a plaque.

2. RECOGNITION, CITIZEN OF THE YEAR

Town Manager Davis gave the presentation recognizing Ms. Burnestine Armwood at the Citizen of the Year for 2023.

Mayor Pennant presented Ms. Armwood with a plaque.

NEW BUSINESS

3. ORDINANCE 23-11, FOUR UNNAMED RIGHTS-OF-WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-11 into the record.

Development Services Clerk Carter gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

DRAFT

MOTION TO APPROVE Ordinance 23-11 made by Pennant, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

4. ORDINANCE 23-12, STEWARD ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-12 into the record.

Development Services Clerk Carter gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-12 made by Goddard, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

5. ORDINANCE 23-13, CAMPBELL ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-13 into the record.

Development Services Clerk Carter gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-13 made by Glenn, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

6. ORDINANCE 23-14, ALMBURG ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-14 into the record.

Development Services Clerk Carter gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-14 made by Goddard, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

7. ORDINANCE 23-15, WELSH ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-15 into the record.

Development Services Clerk Carter gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-15 made by Richardson, Seconded by Goddard. Passed unanimously.

DRAFT

Voting Yea: Glenn, Goddard, Richardson, Pennant

8. ORDINANCE 23-16, AT RACE ROAD RIGHT OF WAY VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-16 into the record.

Development Services Clerk Carter gave the analysis.
Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-16 made by Glenn, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

9. ORDINANCE 23-17, CHARTER AMENDMENT

Assistant Town Attorney Claytor read the title of Ordinance 23-17 into the record.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Ron Hall, 801 Lake Marie Dr, spoke against changing the Town to City.

Seeing no further public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-17 made by Goddard, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

10. RESOLUTION 23-31, SPECIAL ELECTION - TOWN TO CITY

Assistant Town Attorney Claytor read the title of Resolution 23-31 into the record.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Resolution 23-31 made by Goddard, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

11. ORDINANCE 23-18, WEIBERG ROAD CDD BOUNDARY AMENDMENT

Assistant Town Attorney Claytor read the title of Ordinance 23-18 into the record.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE first reading of Ordinance 23-18 and move it to second reading made by Glenn, Seconded by Goddard. Passed unanimously.

DRAFT

Voting Yea: Glenn, Goddard, Richardson, Pennant

12. RESOLUTION 23-30, LINCOLN AVENUE RIGHT OF WAY CONVEYANCE

Assistant Town Attorney Claytor read the title of Resolution 23-30 into the record and gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Resolution 23-30 made by Glenn, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

13. RESOLUTION 23-32, EMERGENCY PURCHASE RINER WATER PLANT

Assistant Town Attorney Claytor read the title of Resolution 23-32 into the record.

Town Manager Davis gave the analysis.

Special Projects Director Mercer reported the findings of the inspection.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE RESOLUTION 23-32 AND AUTHORIZE the Town Manager to take all necessary further actions in moving forward with the necessary repairs, maintenance, and long-term management for the Town's water treatment plants which includes, but is not limited to, negotiating and entering into an agreement for same made by Glen, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

14. DISCUSSION & ACTION, WATER CONSERVATION PLAN UPDATE

Town Manager Davis gave the analysis.

Special Projects Director Mercer gave an explanation of the Ag wells throughout the Town.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO AUTHORIZE the Town Manager to take all necessary and further actions in moving forward with the proposed agreement for water conservation purposes made by Goddard, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

15. DISCUSSION & ACTION, RACE ROAD/CAMP ENDEAVOR BOULEVARD LIGHTING

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

DRAFT

MOTION TO AUTHORIZE the Town Manager to take all necessary further actions which include, but are not limited to, negotiating and entering into an appropriate agreement or agreements with Duke Energy made by Goddard, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

16. DISCUSSION & ACTION, RFP 24-01, LAKE MARIE PEDESTRIAN/BIKE TRAIL BRIDGE

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Ron Hall, 801 Lake Marie Dr, stated that it would be more cost effective to install the metal bridge instead of a wooden bridge that would have to be replaced much sooner than the metal bridge.

Tamara Grant, 1289 Legatto Loop, asked if there was a way to circumvent the bridge.

Dee Hall, 801 Lake Marie Dr, asked if the bridge could be removed and a turn around installed at the end of the sidewalk.

Seeing no further public come forth, the floor was closed.

MOTION TO TABLE RFP 24-01 indefinitely made by Goddard, Seconded by Pennant. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

17. DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO AUTHORIZE staff to move forward with RFP 24-04 made by Goddard, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

18. DISCUSSION & ACTION, RFP 24-05 FIRE TRUCK MINI PUMPER

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO AUTHORIZE staff to move forward with RFP 24-05 made by Richardson, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

19. DISCUSSION & ACTION, ZAMBELLI CENTENNIAL CONTRACT

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

DRAFT

MOTION TO APPROVE the Zambelli centennial contract made by Glenn, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Richardson, Pennant

20. DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES FOR THE CENTENNIAL KICK OFF CELEBRATION

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE temporary road closures made by Goddard, Seconded by Glenn.
Voting Yea: Glenn, Goddard, Richardson, Pennant

REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals, reported that they would be attending extraction training in Lake Hamilton on December 14, 2023 and that they went through their ISO audit and the results will take approximately 6 months.

Town Manager Davis reported that the Town's parade and toy drive were a big success. She reminded the Commission that movie night would be Saturday the 16th, location was changed from the Depot to the Community Center. She also reminded the Commission that the employee dinner party would be that Friday, the 15th, also at the Community Center. She reminded the Commission of the holiday closure dates. She updated the Commission on the holiday garbage collection for residential and commercial customers. She told the Commission that the grapple truck had been repaired and was back in service and that staff would be picking up bulk daily to catch up.

Mayor Pennant congratulated Special Projects Coordinator Mercer on her reelection to the Winter Haven City Commission.

ADJOURNMENT at 8:58 PM

Respectfully Submitted,

_____

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

DRAFT

Town of Dundee

DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Tree Board

Name: Patricia Joubert

Address: 1200 Legatto Lp Dundee

Phone: 863-899-1487

Email Address: EVILWOMAN0725@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?
Family Readiness Leader US Military
BA in History.
Sheriff's Advisory Board 2023-2024

Can you commit to attending the schedule of meetings? X YES ____ NO

What date are you available to start? Jan 01, 2024

How long have you been a resident of the Town? 16 years

Have you ever applied for membership or served on any boards in the Town? ____YES X NO

If so, which board and year:

Applicant Signature: Patricia L Joubert Date: 12/13/2023

FOR OFFICE USE ONLY:
Received by Melissa Glogowski Date 12/13/2023
Date reviewed by Mayor & Town Commission: _____Approved_____
Disapproved_____

James R. Hall

801 Lake Marie Drive

Dundee, Florida 33838

January 8, 2024

To the: Town of Dundee

Mayor and Commissioners

Town Manager

Town Clerk

Dear Sirs,

I am aware that my term for the Planning and Zoning Board has expired as of December 2024. Although I have enjoyed my service, it is time to step aside and not ask for reappointment to the PZ Board.

I do not believe that citizens who volunteer their time freely to their community should be put in a position to disclose their personal finances when they have no contact with money or the spending of money that belongs to the community. You have not ever shown how this information is protected from public access.

Thank you for the opportunity to serve the community over the past years.

Yours truly,

James R. Hall

James R. Hall

PZ Board Member

Trevor Douthat

From: Jeffrey Gunter <chaneyinstall2120@gmail.com>
Sent: Monday, January 8, 2024 4:51 PM
To: Trevor Douthat
Subject: Re: P&Z Board

YES MY INTENTIONS ARE TO REMAIN ON THE BOARD, BUT I WILL BE WORKING IN CAPE CORAL NEXT WEEK AND WILL NOT BE ABLE TO ATTEND THIS MONTHS MEETING.

On Thu, Jan 4, 2024 at 11:24 AM Trevor Douthat <tdouthat@townofdundee.com> wrote:

> Good Morning Mr. Gunter,
>
> While reviewing our board appointments, it appears that your term on the Planning and Zoning Board ended in 2023. I would like to get your reappointment on the Commission agenda this Tuesday, all I need is your intent to continue as a board member for another term.
>
> Thank you for your service on the board.
>
> Trevor Douthat
>
> Town Clerk
>
> Town of Dundee
>
> P.O. Box 1000
>
> Dundee, Florida 33838-1000
>
> 863.438.8330 Ext. 258

WE ARE HIRING: CURRENTLY SEEKING AN EXPERIENCED FINANCE DIRECTOR - https://townofdundee.com/contact-us/employment-opportunities/finance-director-20230714-2/

Disclaimer: According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

PROCLAMATION

INVITATION TO CELEBRATE

WHEREAS, the Town of Dundee will be celebrating its 100th Birthday on December 16, 2024; and

WHEREAS, the Town intends to celebrate all year long beginning in January 2024. The opening celebration was January 1, 2024, with the Centennial Block Party and will end December 21, 2024, with a day festival and movie. Monthly events will offer a myriad of ways to capture enthusiasm and energy that have forged a legacy of our paradise for the last ten decades; and

WHEREAS, everyone is invited to participate whether you have historical photos or stories to share of Dundee over the years. The Centennial Committee would love to have them as a dozen months are needed to capture the flavor of Dundee's proud history featuring its many local landmarks and stakeholders.

NOW, THEREFORE, I, Mayor Sam Pennant, on behalf of the Town Commission of the Town of Dundee, do, hereby, proclaim the New Year of 2024 as the Planning and Organizational Year for the Town's year-long celebration of its 100th birthday and urge all of the residents, businesses, civic organization, faith groups and pioneer families of this community to support and participate in the celebrations to be held during our Centennial 2024 year.

In Witness Whereof, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 9th day of January 2024.

_____

Sam Pennant, Mayor

Attest:

_____

Trevor Douthat, Town Clerk

Proclamation

WHEREAS, the United States has designated the third Monday of January as Martin Luther King, Jr. Day; and

WHEREAS, we, in Dundee, Florida wish to honor the Reverend Dr. Martin Luther King, Jr. as the preeminent civil rights leader of our time; and

WHEREAS, to achieve the traditional American goals of personal freedom and equal rights for all, Dr. King preached to all, the poor and discriminated against as well as the privileged, his gospel of nonviolence and peaceful protest; and

WHEREAS, Dr. King was an eloquent speaker whose "I Have a Dream" speech will forever inspire the downtrodden and victims of unfair discrimination to imagine a better world and to work for justice and equality for all; and

WHEREAS, Dr. King pursued his dream tirelessly and courageously until his untimely death by an assassin's bullet at the age of 39.

WHEREAS, as a tribute to a truly great leader the Town Commission urges all residents to join in rededicating themselves to the principles of justice and equality for all.

NOW, THEREFORE, I, Mayor Sam Pennant, on behalf of the Town Commission of the Town of Dundee, do, hereby, proclaim Monday, January 15, 2024 as

MARTIN LUTHER KING JR. DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 9th day of January 2024.

TOWN OF DUNDEE, FLORIDA

_____

Sam Pennant, Mayor

Attest:

_____

Trevor Douthat, Town Clerk

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	ORDINANCE 23-07, CALDWELL RIDGE ZONING MAP AMENDMENT
SUBJECT:	The Town Commission will consider approval of Ordinance 23-07 at first reading to set the public hearing.
STAFF ANALYSIS:	A request by Raysor Ventures, LLC to amend the Zoning Map for property located in the Town of Dundee from Polk County/NA to Moderate Density Single Family Residential on approximately 24 +/- acres. The subject property is located at the southwest corner of lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report, Maps, and Ordinance 23-07

ORDINANCE NO. 23-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; BY ASSIGNING THE ZONING DESIGNATION FROM POLK COUNTY/ NA ON 24+/- ACRES TO MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-3), GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LAKE HATCHINEHA ROAD AND CALDWELL DRIVE, FURTHER DESCRIBED AS PARCELS: 272824-000000-013010 AND 272824-000000-013020; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Raysor Ventures, LLC, an active Florida limited liability company, submitted an applicant-initiated request to amend the Official Zoning Map designation for property located in the Town of Dundee from Polk County/ NA on 24 +/- acres to Moderate-Density Single-Family Residential (RSF-3), generally located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels: 272824-000000-013010 and 272824-000000-013020 (the "Property"); and

WHEREAS, on October 10, 2023, pursuant to Section 163.3184 of the Florida Statutes, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), at a duly noticed public hearing, adopted Ordinance No. 23-06 (the "FLU Ordinance") amending the Future Land Use (FLU) for the Property; and

WHEREAS, a copy of the FLU Ordinance is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Property constitutes less than five percent (5%) of the municipality zoned area of the Town; and

WHEREAS, on December 21, 2023, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town of Dundee Planning and Zoning Board (the "Board"), sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly

noticed public meeting, considered the applicant-initiated request to change the zoning designation as set forth in this Ordinance on and/or for the Property; and

WHEREAS, on December 21, 2023, at the duly noticed meeting of the Board, after considering all the facts and testimony presented by any interested and/or aggrieved parties and citizens in attendance, voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, on the Town Commission of the Town of Dundee held duly noticed public meetings and a public hearing regarding the Property, as shown on **Exhibit "B"** attached hereto and incorporated herein, and this Ordinance amending the Official Zoning Map of the Town of Dundee, Florida, in order to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public meetings, including supporting documentation; and

WHEREAS, in exercise of its legislative authority, the Town Commission has determined it necessary to amend the Official Zoning Map to change the zoning designation applicable on and/or for the Property; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 23-07 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 23-07 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. **Incorporation of Recitals.** The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. **Official Zoning Map.** The Official Zoning Map of the Town of Dundee, Florida, is amended so as to change and/or assign the zoning designation of Polk County/ NA on 24 +/- acres to Town of Dundee Moderate-Density Single-Family Residential (RSF-3),generally located at the southwest corner of Lake Hatchineha Road, further described as parcels: 272824-000000-0130 and 272824-000000-013020 (the "Property"), as shown in **Exhibit "B"** which is attached hereto and incorporated herein by reference.

Section 3. **Severability.** The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof

shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. **Conflicts.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the Town of Dundee Land Development Code (LDC) unless such repeal is explicitly set forth herein.

Section 5. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that the provisions of this Ordinance shall be codified; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. **Effective Date.** Pursuant to Section 163.3184 of the Florida Statutes, this Ordinance shall be effective on the effective date of the companion Future Land Use Amendment accomplished via Ordinance No. 23-06 or immediately upon final adoption of this Ordinance on second reading and adoption public hearing, whichever occurs later in time.

INTRODUCED AND PASSED on first reading at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 12th day of January 2024.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this 23rd day of January 2024.

TOWN OF DUNDEE, FLORIDA

_____
Mayor- Sam Pennant

ATTEST:

_____
Town Clerk – Trevor Douthat

Approved as to form:

_____
Town Attorney - Frederick J. Murphy, Jr.

Exhibit A

ORDINANCE NO. 23-06

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, FOR A REQUEST BY RAYSOR VENTURES, LLC TO AMEND THE FUTURE LAND USE FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE FROM AGRICULTURE/ RESIDENTIAL RURAL (A/RR) TO LOW DENSITY RESIDENTIAL (LDR) ON APPROXIMATELY 24+/- ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF LAKE HATCHINEHA ROAD AND CALDWELL DRIVE, FURTHER DESCRIBED AS PARCELS 272824-000000-013010 AND 272824-000000-013020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held meetings and hearings on **Amendment 23-06**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 23-06** to the Comprehensive Plan, which map is marked as Composite Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the Town of Dundee; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, amends its Comprehensive Plan in the following specific manner:

The Future Land Use Map is amended to specifically change the Future Land Use Classification from Agriculture/ Residential Rural (A/RR) to Low Density Residential (LDR) on approximately 24 +/- acre parcel located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020, and shown on the Proposed Future Land Use Map attached hereto as Composite Exhibit "A" and incorporated herein by reference.

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on August 17, 2023, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3), the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. The Comprehensive Plan of the Town of Dundee is hereby amended to add thereto a map amendment, as shown in Exhibit "A", which is attached and made a part hereof. The amendment includes: An amendment to the Future Land Use Map designation for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Low Density Residential (LDR) on the approximately 24 +/- acre parcel located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcel 272824-000000-013010 and 272824-000000-013020

and as depicted on the property shown on Composite Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days if no challenge is filed.

Section 3. All ordinances and/or resolutions or parts of ordinances and/or resolutions which are in conflict with this Ordinance are hereby repealed but only to the extent necessary to alleviate the conflict but shall continue in effect insofar as they are not in conflict herewith.

Section 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading and transmittal public hearing this 22nd day of August 2023.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission of Dundee, Florida, this 10 day of October 2023.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Trevor Douthat

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 23-06
Legal Description and Excerpt from the Future Land Use Map
Page 1 of 3

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

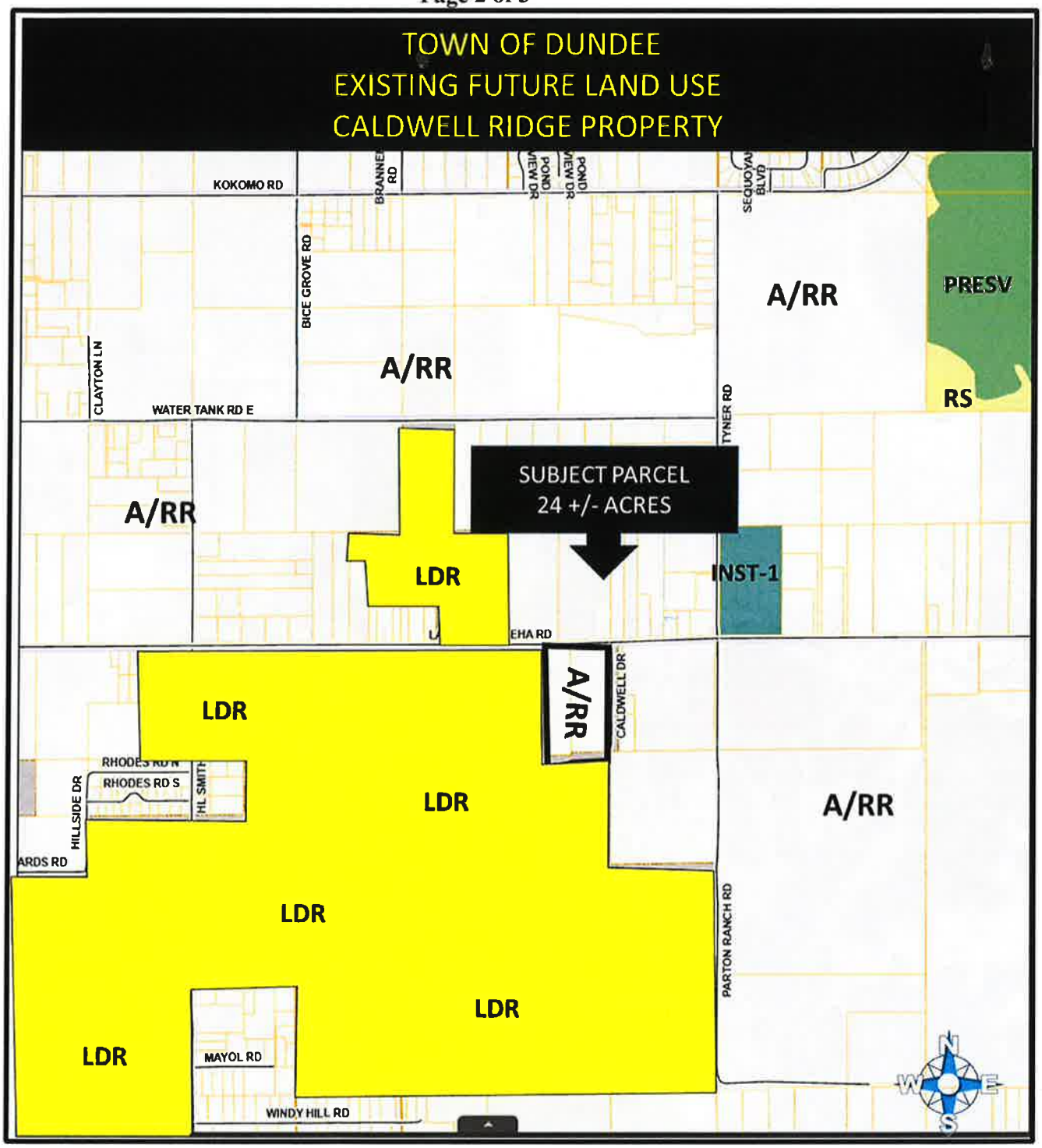
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

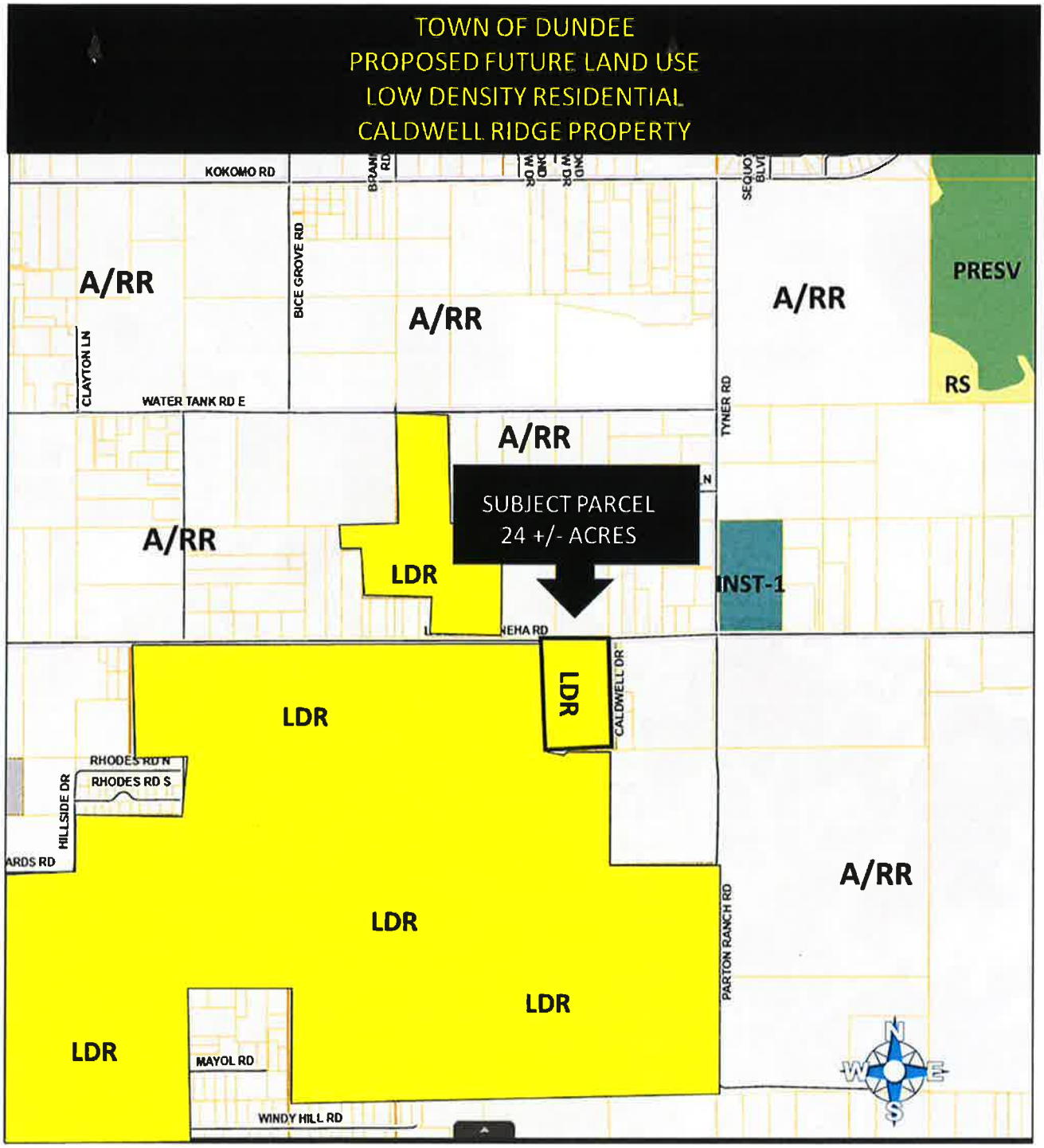
The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

Composite Exhibit "A"
Ordinance No. 23-06
Legal Description and Future Land Use Maps
Page 2 of 3



Composite Exhibit "A"
Ordinance No. 23-06
Legal Description and Future Land Use Maps
Page 3 of 3



Composite Exhibit "B"
Ordinance No. 23-07
Legal Description and Zoning Maps
Page 1 of 3

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

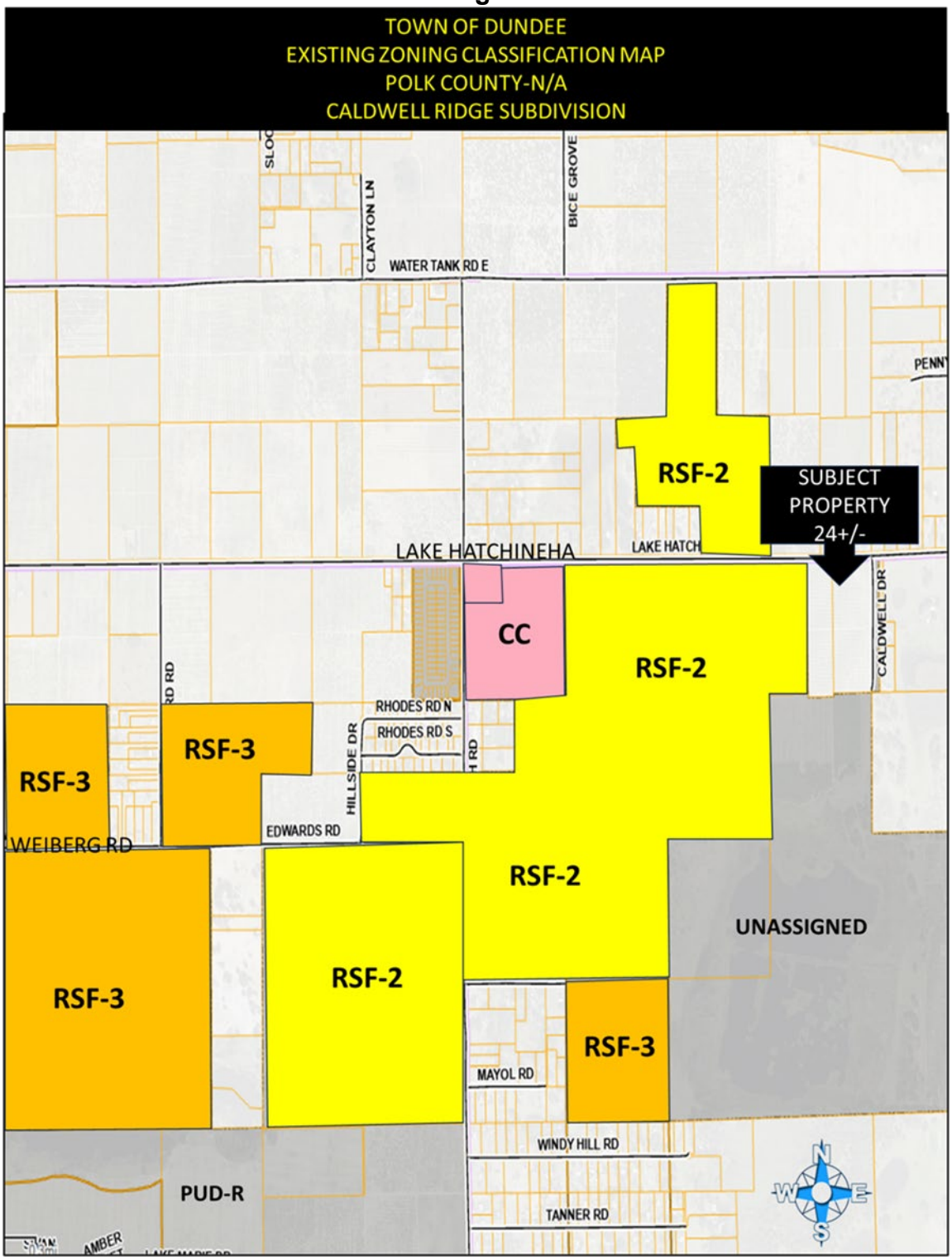
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

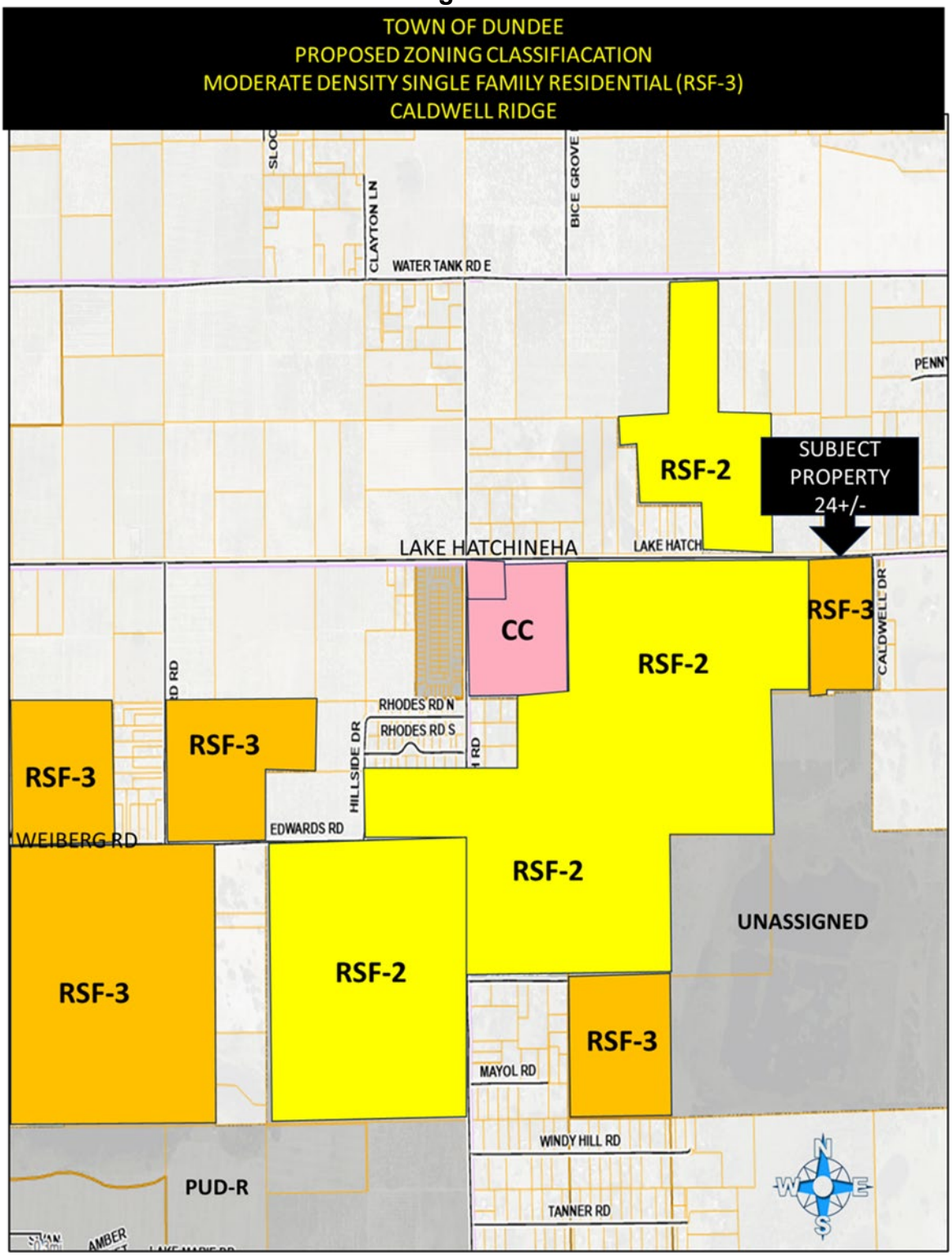
The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

Composite Exhibit "B"
Ordinance No. 23-07
Legal Description and Zoning Maps
Page 2 of 3



Composite Exhibit "B"
Ordinance No. 23-07
Legal Description and Zoning Maps
Page 3 of 3



Item 3.

TOWN OF DUNDEE
ZONING AMENDMENT
STAFF REPORT

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson

AGENDA DATE: January 9, 2024

REQUESTED ACTION: **APPLICANT-INITIATED OFFICIAL ZONING MAP AMENDMENT**

A request by Raysor Ventures, LLC to amend the Official Zoning Map designation for property located in the Town of Dundee from Polk County/ NA to Moderate Density Single Family Residential (RSF-3) on the approximately 24 +/- acre parcels located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.

BACKGROUND:

The subject property, which is located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, includes two parcels and totals approximately 24+/- acres of land and are currently a grape farm.

The property has a Low Density Residential (LDR) Future Land Use designation (see companion Future Land Use agenda item), which is consistent with the proposed zoning classification.

ZONING MAP REQUEST:

The applicant is requesting a Zoning Map amendment from Polk County/NA to Moderate Density Single Family Residential (RSF-3) on approximately 24 +/- acres. A description of the existing and proposed Zoning categories is provided below.

FUTURE LAND USE

Town of Dundee Comprehensive Plan, Future Land Use Element, Policy 2.3: Low Density Residential:

The primary function of the Low-Density Residential classification is to accommodate low density residential development consisting primarily of single-family dwellings. Maximum density is 5.0 residential dwelling units per acre; Agricultural uses are permissible in this category.

PROPOSED ZONING

Town of Dundee, Policy 2.02.02.04(B): RSF3 moderate-density single family residential

The purpose of the RSF3 single-family residential zoning district shall be to locate and establish areas within the Town of Dundee that are deemed to be suited for the development and maintenance of moderately, low density residential living of an urban character on minimum 55-foot wide lots; to designate those uses and services appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development in a moderately, low density residential environment. It is intended that the maximum residential density within the district shall be 5.0 dwelling units per net acre of land.

REASON FOR REQUEST:

The subject property is part of a proposed 80-unit subdivision known as Caldwell Ridge. There is a companion Future Land Use Map amendment running concurrently with this zoning amendment.

ANALYSIS:

Table 1 includes the density/intensity for the existing and proposed Zoning designations for the property. Table 2 includes the development standard requirements for the applicable zoning districts under the Low Density Residential and Commercial Future Land Use districts.

Table 1:
Analysis of Impacts from Proposed Future Land Use Text Amendment

	Existing Zoning: Polk County/A/RR	**Proposed Zoning: RSF-3 (24 +/- acres)**
Density/Intensity	A/RR: 1.0/5 acres	RSF-3: 5.0 DU/acre
Density Potential	A/RR: 4.8 DU	RSF-3: 120 DU
Difference	Increase of 115.2 DU	

Table 2:
Development Standard Requirements by Zoning District

	Max. Density (units/ac)	**Min. Lot Size**	**Min. Lot Width**	**Min. Floor Area**	**Floor Area Ratio**	**Setbacks**			**Max. Lot Coverage**	**Max. Bldg. Height**
						Front	**Rear**	**Side**		
AL	1.0	1 ac.	100 ft.	1,000 s.f.	NA	30 ft.	35 ft.	10 ft.	10%	35 ft.
RSF1	3.2	10,000 s.f.	80 ft.	1,600 s.f.	NA	30 ft.	35 ft.	10 ft.	35%	35 ft.
RSF2	4.0	7,500 s.f.	60 ft.	1,500 s.f.	NA	25 ft.	25 ft.	7.5 ft.	40%	35 ft.
RSF3	5.0	6,000 s.f.	55 ft.	1,400 s.f.	NA	20 ft.	25 ft.	6 ft.	45%	35 ft.

The proposed zoning change is compatible with the surrounding area based on the Future Land Use and zoning of adjacent and nearby properties. More information is available in the Land Use Analysis located below.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

Potable Water

Information to be distributed at the hearing.

Sanitary Sewer

Information to be distributed at the hearing.

Solid Waste

Dundee transfer solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

Traffic/Transportation

Information to be distributed at the hearing.

Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam

counties. This site is also located in areas identified as potential habitat for the Gopher Tortoise, a threatened species. Since this site is located in an area identified as potential sand skink and gopher tortoise habitat, as the project continues through to site development plan approval stages, specific environmental studies will be completed, and requirements will be addressed.

School Impacts:

The Polk County School Board will review the project if it continues through to subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation. However, the addition of the provision for a solar power generation facility would not create school impacts.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan. The proposed removal of the site-specific condition, thereby allowing the property to utilize the maximum development potential of the assigned Future Land Use district is consistent with the opportunities for surrounding properties within the Town of Dundee.

Table 4:
Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.	Public facilities (water and wastewater) are located less than one mile from the property. The Town's Code of Ordinances requires connection for a development of more than 20 homes if facilities are located within one mile.
FLU Policy 5.2: Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards	The proposed impacts of the potential Zoning map amendment can be facilitated within the Town's existing services; therefore, the adopted levels of service will be maintained.

listed within the following Elements: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	
FLU Policy 5.4: Agricultural land uses shall not be converted to uses of higher density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.	Adequate public facilities will be available at the time of construction to keep the levels of service in all areas.
FLU Policy 6.1: Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.	The property is located near existing development within the Town limits.
FLU Policy 6.2: Promote compact urban growth through the location of public facility expansions contiguous to existing developed areas	There are single-family residential developments, less than one mile from this location. Public facility expansions to this property would provide connection opportunities for existing residents in the area.
CIE Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.	Adequate public facilities will be available at the time of construction to keep the levels of service in all areas.
PSFE Policy 2.4.1: Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.	The School Board will review any proposed projects for concurrency determination during the subdivision review process.

CONSISTENCY WITH LAND DEVELOPMENT CODE:

Section 7.04.01 of the Land Development Code provides the basis for rezoning applications that the Planning and Zoning Board is to consider and evaluate.

(A) The character of the district and its peculiar suitability for particular uses.

(B) Conservation of the value of buildings and encouraging the most appropriate use of land throughout the town.

(C) The applicable portions of any current town plans and programs such as land use, trafficways, recreation, schools, neighborhoods, drainage and housing.

(D) The needs of the town for land areas for specific purposes to serve population and economic activities.

(E) Whether there have been substantial changes in the character or development of areas in or near an area under consideration for rezoning.

(F) The facts and opinions were presented to the planning and zoning board through hearings.

(G) The public welfare: Is there a substantial relationship between the protection and advancement of the health, safety, morals and general welfare of Dundee and the zoning or land use classification you are recommending for the property in question? A recommendation to keep the zoning or land use the same, and therefore deny the request, still requires you to answer this question.

(H) Comprehensive planning: Has the town undertaken a thorough study of all of the factors and conditions that influence the growth and development of Dundee, and developed a comprehensive plan that safeguards the wishes of the people and their general welfare? Has the comprehensive plan been adopted according to Florida Statutes, and how does it direct and guide the zoning or land use decision before you?

(I) Need of the change: Has there been a significant change in the assumptions that underlie the comprehensive plan and the zoning map for Dundee, that would support the requested rezoning? Has there been a great deal of growth or has new infrastructure been extended to the property or has the petitioner presented a market analysis or other information that would change the planning conclusions supporting the present zoning district?

(J) State concerns (level of service): This is another way of describing the system of infrastructure in the town. It refers not only to water, sewer, streets and

drainage, but also to fire and police protection, recreation facilities, schools, garbage collection and disposal, health care, jails, and the condition of the natural environment itself. What impact will the change in zoning or land use have on the current and future level of service of all of these systems and services?

(K) The character of the district and its peculiar suitability for particular uses.

(L) Conservation of the value of buildings and encouraging the most appropriate use of land throughout the town.

(M) The applicable portions of any current town plans and programs such as land use, trafficways, recreation, schools, neighborhoods, drainage and housing.

(N) The needs of the town for land areas for specific purposes to serve population and economic activities.

(O) Whether there have been substantial changes in the character or development of areas in or near an area under consideration for rezoning.

(P) The facts and opinions were presented to the planning and zoning board through hearings.

(Q) The public welfare: Is there a substantial relationship between the protection and advancement of the health, safety, morals and general welfare of Dundee and the zoning or land use classification you are recommending for the property in question? A recommendation to keep the zoning or land use the same, and therefore deny the request, still requires you to answer this question.

(R) Comprehensive planning: Has the town undertaken a thorough study of all of the factors and conditions that influence the growth and development of Dundee, and developed a comprehensive plan that safeguards the wishes of the people and their general welfare? Has the comprehensive plan been adopted according to Florida Statutes, and how does it direct and guide the zoning or land use decision before you?

(S) Need of the change: Has there been a significant change in the assumptions that underlie the comprehensive plan and the zoning map for Dundee, that would support the requested rezoning? Has there been a great deal of growth or has new infrastructure been extended to the property or has the petitioner presented a market analysis or other information that would change the planning conclusions supporting the present zoning district?

(T) State concerns (level of service): This is another way of describing the system of infrastructure in the town. It refers not only to water, sewer, streets and drainage, but also to fire and police protection, recreation facilities, schools, garbage collection and disposal, health care, jails, and the condition of the natural

environment itself. What impact will the change in zoning or land use have on the current and future level of service of all of these systems and services?

(U) Zoning and use of nearby property: What is the pattern of zoning of nearby property, and how does the pattern of the actual land use compare to the zoning? This knowledge is important in judging whether the comprehensive plan and the zoning map are reasonably consistent in accommodating development and in respecting the timing of development. Depending on the inconsistency of the two patterns, rezoning may be overdue, or early, and the comprehensive plan may require amending to keep things synchronized.

(V) Substantial change in land use circumstances: Apart from paragraph (I), above, have there been significant changes in land use in the vicinity of the property requested for rezoning? Such changes are substantial if they include: widening of a street from two lanes to three or four lanes; a large expansion of an existing use like a new wing on the hospital or the doubling of an office complex; the completion of a subdivision that was only platted a few years ago; the construction of a new public facility like a park, fire station, or even a town hall; or any number of other examples. One such change may not be significant, but several would be.

(W) Effect on property values: Has evidence been presented that the proposed rezoning will adversely affect the value of neighboring property? This information can be presented by either the petitioner or the opponents. And, has the petitioner presented any information that shows that the current zoning classification has devalued the property by removing some or all of its reasonable use?

(X) Suitability: Is the land, the location and the amount of property suitable for the purposes for which it is zoned, or is the proposed rezoning or land use change better? This idea also requires an answer to a related question: Is the requested zoning or land use classification compatible with development on surrounding property, or can it be made so with the imposition of conditions, buffers or limitations on the uses within the zone? The answers to these questions should lead to a conclusion as to the appropriate use of the property.

(Y) Time vacant: How long has the property been vacant under the present zoning classification, or a similar classification prior to its present one? This information should be compared to the rate of land development in the vicinity of the property and particularly in the conversion of vacant land to development in the same zoning district in other parts of the town.

(Z) Gain versus hardship: This idea has only one interpretation and should be answered before you recommend denial. Is the public gain in maintaining the present zoning or land use classification so great that the hardship imposed on the property owner is justified?

PUBLIC HEARING MOTION OPTIONS:

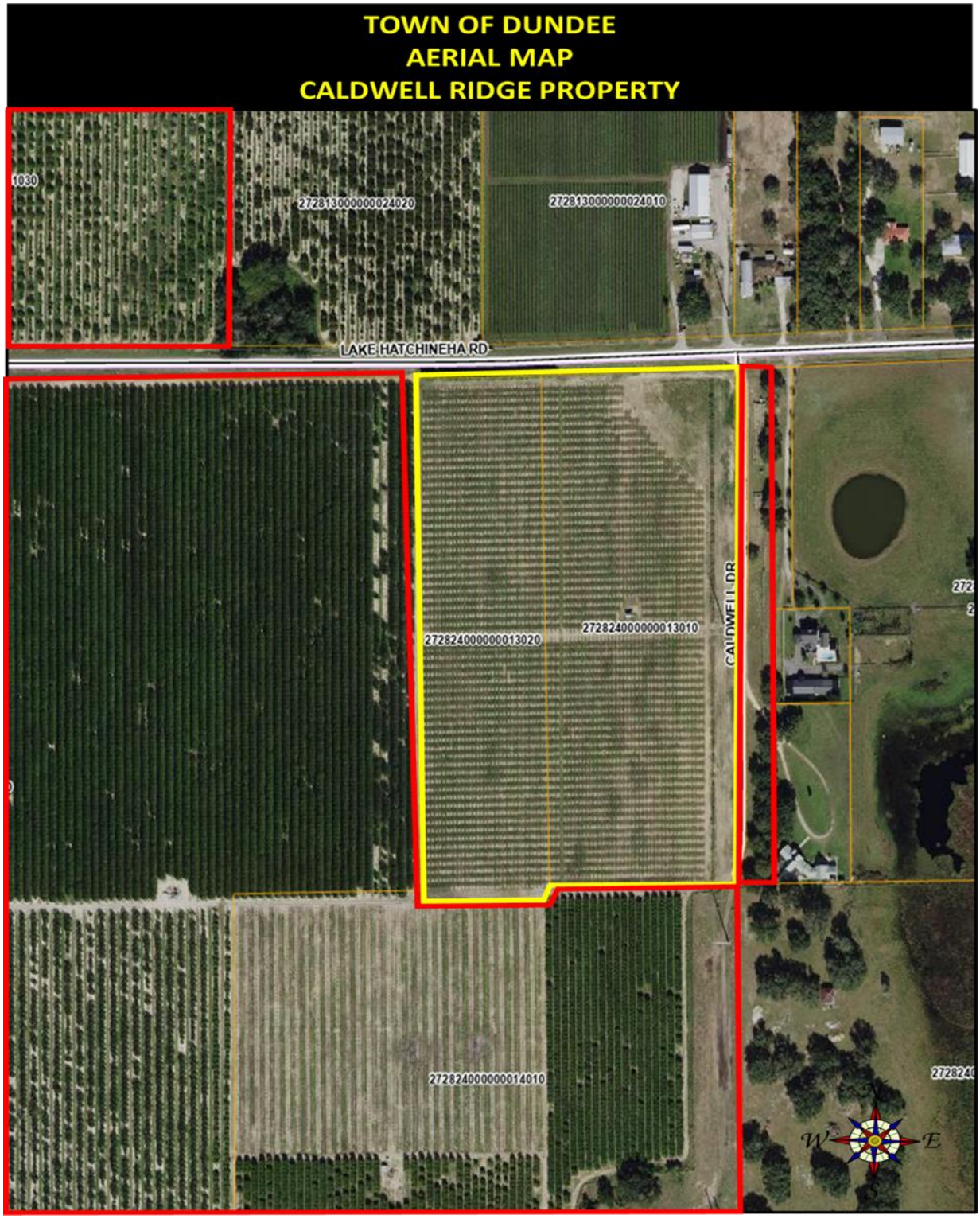
1. I move **approval of Ordinance 23-07 on first reading** to set a public hearing/second reading/adoption for the request by Raysor Ventures, LLC to amend the Zoning classification for property located in the Town of Dundee from Polk County/NA to Moderate Density Single Family Residential (RSF-3) on approximately 24 +/- acres located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.

2. I move **approval of Ordinance 23-07 on first reading with changes** to set the public hearing/second reading/adoption for the request by Raysor Ventures, LLC to amend the Zoning classification for property located in the Town of Dundee from Polk County/NA to Moderate Density Single Family Residential (RSF-3) on approximately 24 +/- acres located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.

3. I move to continue Ordinance 23-07 until a date certain.

Attachments:

Aerial Photo
Existing 2030 Zoning Map
Proposed 2030 Zoning Map
Ordinance 23-07


TOWN OF DUNDEE
AERIAL MAP
CALDWELL RIDGE PROPERTY
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272813000000024010
LAKE HATCHINEHA RD
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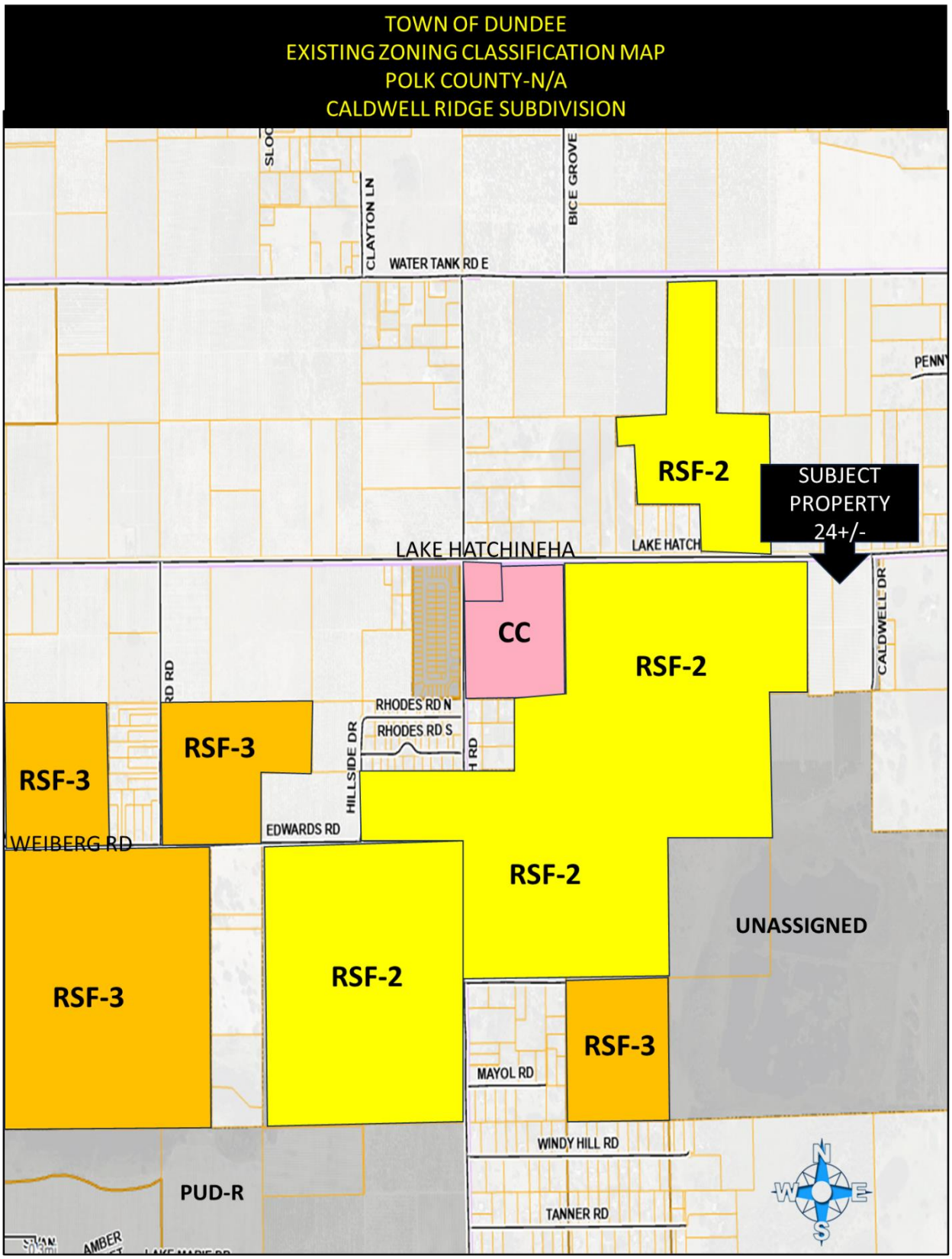
272824000000013010
CALDWELL DR
272824000000014010
W
E


TOWN OF DUNDEE
EXISTING ZONING CLASSIFICATION MAP
POLK COUNTY-N/A
CALDWELL RIDGE SUBDIVISION
CLAYTON LN
BICE GROVE
WATER TANK RD E
RSF-2
SUBJECT PROPERTY 24+/-
LAKE HATCHINEHA
LAKE HATCH
CC
RSF-2
CALDWELL DR
RHODES RD N
RHODES RD S
HILLSIDE DR
RSF-3
RSF-3
EDWARDS RD
WEIBERG RD
RSF-2
UNASSIGNED
RSF-3
RSF-2
RSF-3
MAYOL RD
WINDY HILL RD
PUD-R
TANNER RD
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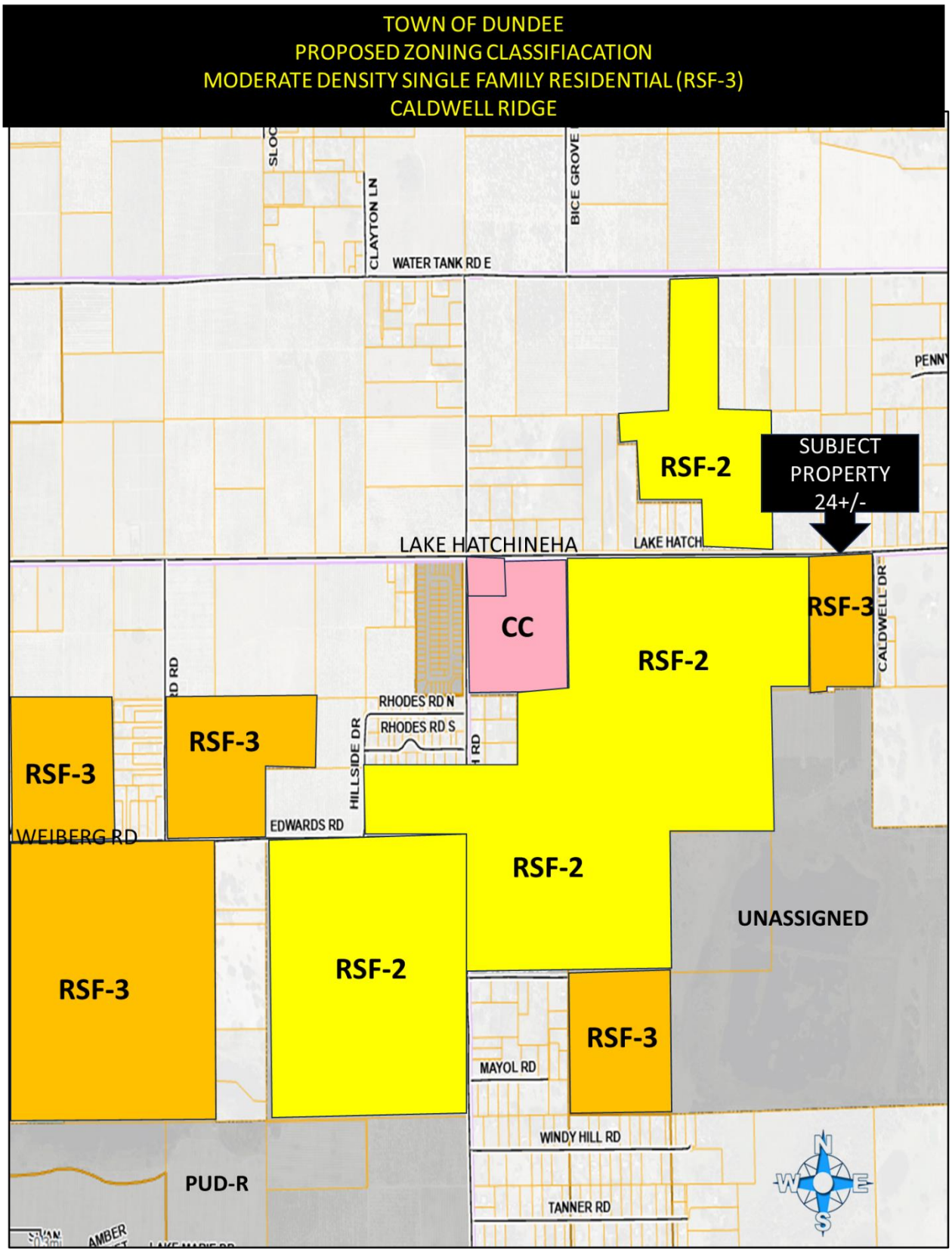
Item 3.


TOWN OF DUNDEE
PROPOSED ZONING CLASSIFIACATION
MODERATE DENSITY SINGLE FAMILY RESIDENTIAL (RSF-3)
CALDWELL RIDGE
CLAYTON LN
BICE GROVE
WATER TANK RD E
RSF-2
SUBJECT PROPERTY 24+/-
LAKE HATCHINEHA
LAKE HATCH
CC
RSF-2
RSF-3
CALDWELL DR
RSF-3
RSF-3
RHODES RD N
RHODES RD S
HILLSIDE DR
EDWARDS RD
WEIBERG RD
RSF-2
RSF-3
RSF-2
UNASSIGNED
RSF-3
MAYOL RD
WINDY HILL RD
TANNER RD
PUD-R
N
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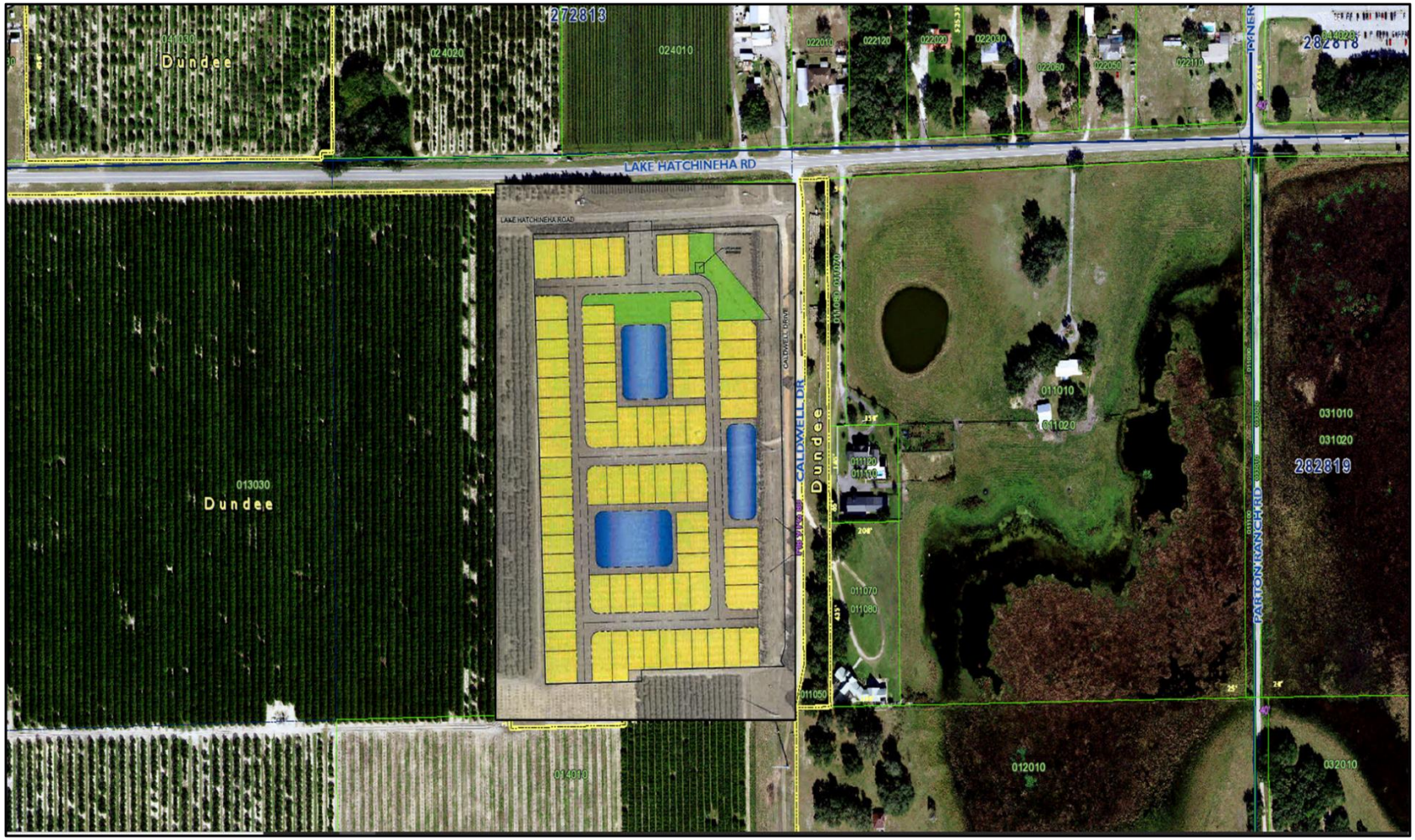
Item 3.

CONCEPT PLAN



TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	ORDINANCE 23-10, TOWN OF DUNDEE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN
SUBJECT:	The Town Commission will consider the first reading of Ordinance 23-10 Dundee Water Supply Facilities Work Plan
STAFF ANALYSIS:	The Town of Dundee's 10-Year Water Supply Facilities Work Plan is developed to meet the requirements of the Florida Statutes (Chapter 163) and adopting the Work Plan into their Comprehensive Plan. This plan uses projected populations to determine potential impacts on future water demands.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval of the "Town of Dundee Ten-Year Water Supply Facilities Work Plan, September 2023
ATTACHMENTS:	Ordinance 23-10 Staff Report

TOWN OF DUNDEE
AGENDA ITEM: TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN, RELATED COMPREHENSIVE PLAN AMENDMENTS AND 5-YEAR CAPITAL IMPROVEMENTS PLAN
STAFF REPORT

TO:	Town Commission
PREPARED BY:	Marisa M. Barmby, AICP Planning Manager, Central Florida Regional Planning Council
AGENDA DATE:	January 9, 2024
REQUESTED ACTION:	**ORDINANCE 23-10:** Consider Town-Initiated Text Amendment to the Town of Dundee Comprehensive Plan Related to the Updated Water Supply Plan

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BACKGROUND:

In 2005, the Florida Legislature made significant changes to Chapters 163 and 373, F.S., to strengthen the link between land use and water supply planning. Water supply requirements have been adopted that affect local comprehensive planning programs:

- Ensuring intergovernmental coordination with regional water supply authorities;
- Ensuring that the local government's future land use plan and development approvals are based upon the availability of adequate water supplies;
- Identifying and including selected “alternative” water supply projects in the comprehensive plan, consistent with Southwest Florida Water Management District’s Regional Water Supply Plan adopted December 2006 and updated in November 2020.

SUMMARY:

A Ten-Year Water Supply Facilities Work Plan has been prepared identifying existing water service providers and water supply facilities within the Wauchula Utility Service Area, identifying conservation practices, and future water needs based on projected population estimates.

Based on the Ten-Year Water Supply Facilities Work Plan, amendments to various elements of the City's Comprehensive Plan have been drafted and are included in the attachment.

PLANNING COMMISSION RECOMMENDATION:

At their December 21, 2023 meeting, the Planning Commission voted to recommend approval to the Town Commission for a Town-initiated request for Comprehensive Plan amendments consistent with the Water Supply Plan.

MOTION OPTIONS:

1. I move **approval of Ordinance 23-10** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.

2. I move **approval of Ordinance 23-10 with changes** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.

3. I move **continuation to a date and time certain**.

Attachments:
- Ordinance 23-10
- Ten-Year Water Supply Facilities Work Plan

ORDINANCE 23-10

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE DUNDEE COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS BASED ON THE TOWN'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN INCORPORATED HEREIN; PROVIDING FOR TRANSMISSION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the Town of Dundee, Florida to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

WHEREAS, the Town Commission of the Town of Dundee has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the Town to amend the Comprehensive Plan consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and

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

WHEREAS, in exercise of its authority the Town Commission has determined that for the basis of adopting the said amendments in Exhibit "A," the Town shall adopt its Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B",** and by this reference made a part hereof, to be acknowledged as a technical support document to support amendments to the Dundee Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held public hearings on Ordinance 2023-12, with due public notice having been provided, to obtain

public comment, and considered all written and oral comments received during public hearings, including support documents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, THAT:

Section 1. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Ordinance.

Section 2. The Town of Dundee hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

Section 3. The basis for adopting the said amendments is the Town of Dundee Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B",** which is attached hereto and by this reference made a part hereof, as a technical support document to support the amendments to the Dundee Comprehensive Plan.

Section 4. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 5. If any provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this Ordinance are hereby declared severable.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 8. The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a

final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

INTRODUCED AND PASSED on First Reading and transmittal public hearing this ___ day of _____, 2024.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission, this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

_____
Mayor- Sam Pennant

ATTEST:

_____
Town Clerk – Trevor Douthat

Approved as to form:

_____
Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE 2023-12
EXHIBIT "A"

COMPREHENSIVE PLAN AMENDMENTS

TOWN OF DUNDEE COMPREHENSIVE PLAN
GOALS, OBJECTIVES, AND POLICIES

TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING

- The following amendments to the Dundee Comprehensive Plan are proposed consistent with the update to the Town of Dundee Ten-Year Water Supply Facilities Work Plan.

- Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed. Amended text is based on the update to the Town's Ten-Year Water Supply Facilities Work Plan.

I. INFRASTRUCTURE ELEMENT AMENDMENTS:

The following amendments are proposed to the Infrastructure Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL 2: **POTABLE WATER**

PROVIDE FOR THE RELIABLE DELIVERY OF POTABLE WATER TO MEET THE NEEDS OF ALL RESIDENTS AND BUSINESSES.

OBJECTIVE 2.2: **EXPANSION OF SYSTEM TO MEET FUTURE NEEDS**

EXPAND THE MUNICIPAL WATER SERVICE SYSTEM AS NEEDED TO MEET THE NEEDS OF FUTURE RESIDENTS AND BUSINESSES IN SUCH A MANNER AS TO MAXIMIZE THE USE OF EXISTING FACILITIES, DISCOURAGE URBAN SPRAWL, AND MEET THE WATER CONSERVATION OBJECTIVES ESTABLISHED IN THE CONSERVATION ELEMENT.

Policy 2.2.8: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan

and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

II. WATER SUPPLY SUB-ELEMENT AMENDMENTS:

The following amendments are proposed to the Water Supply Sub-Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL 1: **ENSURE THE PROVISION OF ADEQUATE WATER RESOURCES TO MEET THE NEEDS OF ALL RESIDENTS, VISITORS, AND BUSINESSES IN THE TOWN OF DUNDEE.**

OBJECTIVE 1.4: **THE TOWN SHALL WORK WITH SURROUNDING GOVERNMENTS AND SWFWMD TO EXPLORE THE DEVELOPMENT OF REGIONAL WATER SUPPLY SYSTEMS IN ORDER TO MEET FUTURE POTABLE WATER NEEDS.**

Policy 1.4.1: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

III. CONSERVATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Conservation Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO CONSERVE, PROTECT, ENHANCE, AND MANAGE ITS NATURAL RESOURCES AND TO ATTAIN THE HIGHEST POSSIBLE ENVIRONMENTAL QUALITY.** ~~**[9J-5.013(2)(A)]**~~

OBJECTIVE 10: **ESTABLISH SPECIFIC PROCEDURES AND REGULATIONS DESIGNED TO CONSERVE THE POTABLE WATER SUPPLY WITHIN THE TOWN OF DUNDEE.**

Policy 10.4: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

IV. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Intergovernmental Coordination Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **TO ESTABLISH AN EFFICIENT COORDINATION MECHANISM AMONG THE RELEVANT PUBLIC AND PRIVATE ENTITIES THAT PROVIDES THE MOST EFFICIENT UTILIZATION OF AVAILABLE RESOURCES.**

OBJECTIVE 9: **THE TOWN OF DUNDEE SHALL WORK WITH SURROUNDING GOVERNMENTS AND OTHER AGENCIES TO ENSURE THAT MEETING FUTURE POTABLE WATER NEEDS ARE COORDINATED ON A REGIONAL BASIS.**

Policy 9.1: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

V. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:

The following amendments are proposed to the Capital Improvements Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO PROVIDE NECESSARY PUBLIC FACILITIES AND SERVICES FOR ALL EXISTING AND FUTURE DEVELOPMENT, AT ADOPTED LEVEL OF SERVICE STANDARDS, THROUGH A PROCESS THAT PERMITS DEVELOPMENT CONCURRENT WITH THE ABILITY OF THE TOWN TO PROVIDE SUCH FACILITIES AND SERVICES.**

OBJECTIVE 2: **CONCURRENCY AND CAPITAL IMPROVEMENTS**

BASE LAND USE DECISIONS, INCLUDING DECISIONS REGARDING THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS, ON THE DEVELOPMENT REQUIREMENTS INCLUDED IN THIS COMPREHENSIVE PLAN, THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF DUNDEE, AND THE AVAILABILITY OF PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS.

Policy 2.6: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

ORDINANCE 23-10
EXHIBIT "B"

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

Town of Dundee Ten-Year Water Supply Facilities Work Plan

Prepared For:
Town of Dundee, FL
Prepared By:
Central Florida Regional Planning Council

September 2023

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SECTION 1: INTRODUCTION

1.1 Purpose of 2023 Dundee Water Supply Plan

The Town of Dundee (Town) 2023 Water Supply Plan (WSP) has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan (RWSP) approved by the Southwest Florida Water Management District (SWFWMD) Governing Board in November 2020. The Town has developed this WSP not only to meet regulatory requirements (cited in Chapter 163, Part II, Florida Statutes, whereby local governments are required to adopt Work Plans into their comprehensive plans after their Water Management District approves a regional water supply plan or its update); but also, to serve as a water resource planning document for the Town's residents, businesses, interest groups, and public officials. This plan provides information on the Town's current and future water demands and supplies, discusses the water resources challenges that the Town faces, and summarizes the major water resources initiatives that the Town has taken to ensure a safe reliable water supply for its water customers.

The Dundee WSP uses projected population estimates to determine potential impacts on future potable water demand. The projections explore growth over a twenty-year period through the year 2040, with an emphasis placed on the immediate ten-year planning period. Specifically, the WSP details the Town's water system, water demands, sources of water supplies, water quality, capital improvement projects, and potential multi-jurisdictional planning initiatives.

1.2 Statutory Requirements (Revised by SWFWMD on 2021)

The Town of Dundee has considered the following statutory provisions as put of the WSP update:

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].

2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected

growth demands must accompany all proposed Future Land Use Plan and Plan amendments submitted for review.

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].

4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the "Infrastructure element") through a Comprehensive Plan amendment to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.].

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the 5-year period [Section 163.3177(3)(a)4., F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation element to assess projected water needs and sources for at least a 10-year planning period, considering the applicable RWSP and water use permit(s) [Section 163.3177(6)(d), F.S.]. The comprehensive plan must address the water supply sources necessary to meet the existing and projected water use demand for the established planning period, considering the applicable RWSP [Section 163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination element to ensure consistency between the Comprehensive Plan and the applicable RWSP [Section 163.3177(6)(h)1., F.S.].

8. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven years. The evaluation could address the local government's need to update their Work Plan, including the development of alternative

water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.].

9. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].

10. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SWFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

1.3 Background Information Overview

Geography

The Town of Dundee, Florida is a municipal corporation of the State, located in eastern Polk County. US Highway 27 runs north and south through the west side of the Town while State Road 17 (Scenic Highway) runs north and south through the heart of the Town. Dundee's service area lies within the Southern Water Use Caution Area (SWUCA). The utility service area of Dundee borders the utility service areas of the City of Haines City to the north, the City of Winter Haven to the west, Polk County Utility to the east, and the City of Lake Wales to the south.

Numerous lakes surround the Town limits. Lake Menzie, one of the most important lakes in the Town, is in the middle of the Town and serves several recreational opportunities for both residents of the community and visitors.

Utility Service Area and District Governance

Inclusive of and extending beyond the corporate limits is the Town's utility service area boundary. This boundary represents areas currently served by the Town's utility system and areas that may be served in the future. This service area boundary encompasses approximately 17.01 Square miles. The Town's utility service area borders the utility service areas of the Town of Lake Hamilton and the City of Haines City to the north, the City of Winter Haven to the west, the City of Lake Wales to the south, and Polk County Utilities to the east.

The Town's utility service area is governed and permitted by the Southwest Florida Water Management District (SWFWMD). See Map 1 which reflects the Town's corporate limits and the utility service area boundary.

Regional Demand Projections

According to the 2021 Florida Department of Environmental Protection Regional Water Supply Planning Report, total water demand during 2020 within the SWFWMD was about 1,119 mgd (Figure 1).

By 2040, the SWFWMD expects total water demands to increase to approximately 1,265 mgd, which is nearly 13 percent more than the reported 2020 water demand. The SWFWMD estimates that public supply and agricultural irrigation will remain the two largest consumers of water resources, even though agricultural irrigation is projected to decrease by approximately 1.76 percent. The consumer category representing the largest expected change in demand is domestic self-supply, with an estimated 43% increase between 2020 and 2040. See Figure 1 below illustrating the projected consumer demands for water resources within SWFWMD between 2020 and 2040.

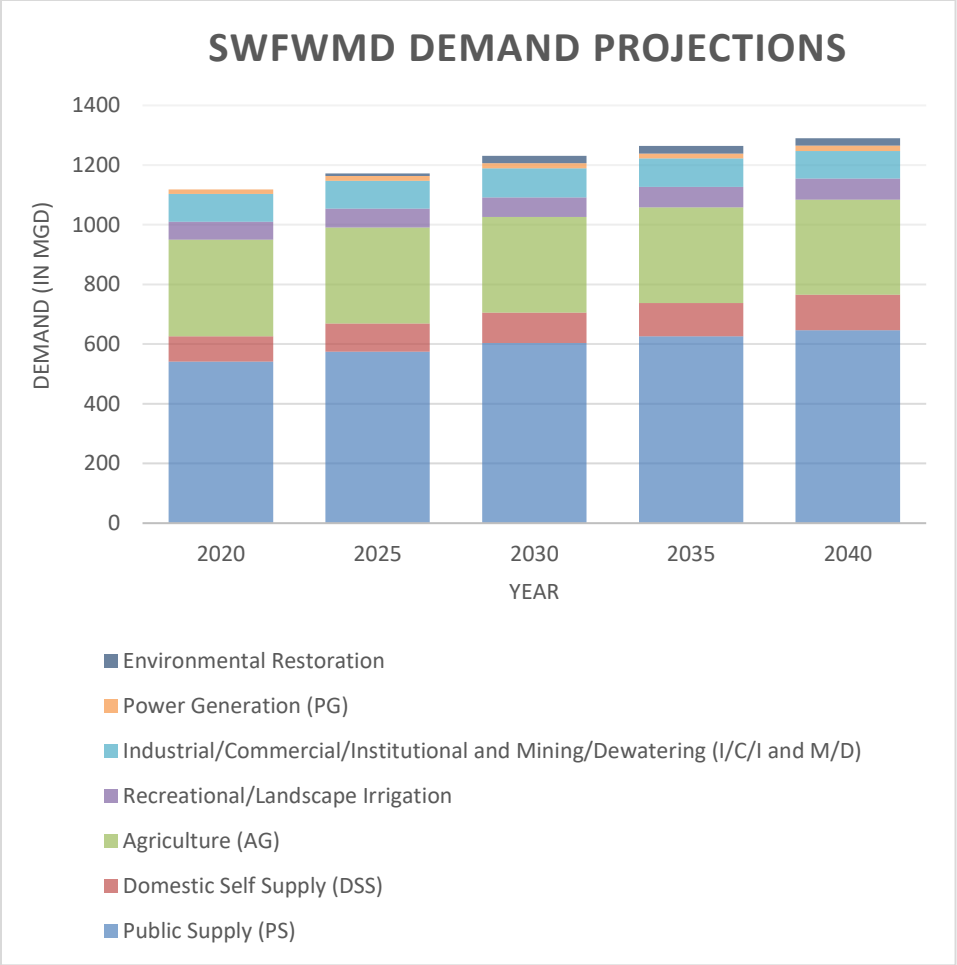


Figure 1: SWFWMD Districtwide Demand Projections 2020-2040

In response to projected demands, the SWFWMD has made concerted efforts to champion options to further protect and enhance water resources. Since 2005, 138.1 mgd of water has been made available through alternative water supply projects throughout the district. An additional 166.9 mgd is expected to be provided through implementation of future alternative water supply projects and efforts, for an estimated total of 305 mgd. Projects and efforts used to explore and implement alternative water sources include aquifer storage, water conservation, reclaimed water, brackish groundwater, surface water and surface water storage.

1.4 Southwest Florida Water Management District and Southern Water Use Caution Area

The Town is in an area that the SWFWMD identifies as the Southern Water Use Caution Area (SWUCA) (See Map 2). A water caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD developed the SWUCA Recovery Strategy to respond to these concerns complying with Section 373.036 Florida Statutes. The SWFWMD proposed a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region. To ensure the health and availability of water resources within the SWUCA, Rule 40 D-2 F.A.C. states that the level of service (LOS) for water shall be equal to or less than 150 gallons per capita per day (gpcd).

1.5 Central Florida Water Initiative (CFWI)

The Central Florida Water Initiative (CFWI) is a collaborative water supply planning effort among the state's three largest water management districts, the Florida Department of Environmental Protection (DEP), the Florida Department of Agriculture and Consumer Services (DACS), water utilities, environmental groups, business organizations, agricultural communities, and other stakeholders.

The CFWI Planning Area covers five counties, including Orange, Osceola, Polk, Seminole and southern Lake (See Map 3). The boundaries of the three water management districts – St. Johns River Water Management District, South Florida Water Management District and Southwest Florida Water Management District – meet in an area known as the Central Florida Coordination Area (CFCA), which includes Polk County and within it, the Town of Dundee.

The purpose of the CFWI is to implement effective and consistent water resource planning through the Central Florida region. As part of the initiative, in 2020, the CFWI adopted an updated multi-district Regional Water Supply Plan to ensure the protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The CFWI Regional Water Supply Plan (RWSP) adopted the Guiding Principles by:

- Identifying the sustainable quantities of fresh groundwater sources available for water supplies that can be used without causing harm to the water resources and associated natural systems

- Identifying water conservation savings which may be achievable by water users during the planning horizon
- Identifying water supply and water resource development options to meet reasonable and beneficial water demands that are in excess of the sustainable yield of fresh groundwater sources
- Protecting and enhancing the environment, including the natural resource areas and systems
- Providing information to support local government comprehensive plans
- Achieving compatibility and integration with other state and federal regional resource initiatives

Adoption of the Town's WSP must be consistent with the CFWI RWSP, be financially feasible and it must include the necessary provisions to ensure that potable water LOS standards are maintained for expected population growth.

1.5 Polk County Regional Water Cooperative (PRWC)

The Town of Dundee is part of the Polk Regional Water Cooperative (PRWC). This county-wide effort was established to bring the local governments within Polk County together to work in tandem to qualify for state and water management district funding to help pay for water resource projects to ensure adequate water supplies are available in the future. As a planning effort with a broad-based approach, the PRWC focuses on analyzing where alternative supplies are available and where demand is present. Priority projects identified by the PRWC correspond to those prioritized projects identified through the efforts of the CFWI.

Currently, the Polk Regional Water Cooperative is moving forward with two significant projects to enhance the availability of water in the region. The Southeast Wellfield and Water Supply Facility will utilize the Lower Florida Aquifer which is brackish and will require treatment via reverse osmosis. This project will deliver an extra 12.5 (MGD) to the region. The West Polk Wellfield and Water Supply Facility is a similar project, which will tap into the Lower Floridan Aquifer and is slated to provide up to 10 (MGD) per day.

1.7 Description of the Town's Water Supply System

Water Sources

The primary source of water extraction for the Town is fresh groundwater from the Upper Floridan Aquifer (UFA). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. Although water utilities in the region are increasingly implementing conservation measures and exploring alternative sources for public supply, Dundee's water source is still obtained exclusively from the UFA. SWFWMD's 2020 Regional Water Supply Plan indicates that approximately 42 percent of water available in the Heartland region will be from fresh groundwater sources by the year 2040. Limited options for alternative water supply exist within the Central Florida Heartland region. As a non-coastal area, desalination of water is still not a viable or feasible option.

Potable Water System

The Town's public water supply system is regulated through the Florida Department of Environmental Protection (FDEP) while water use (water consumption) is permitted through the SWFWMD. Table 1 below provides the Town's permitting information. Additional information on the Town's permit conditions is provided in *Section 2.1, Water Service Area*.

Table 1: Public Water System and Water Use Permits

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type
6530485	5893.013	Town of Dundee	Potable Water

The Town's potable water distribution system is operated by the Town's Utilities Department, which operates and maintains the Town's water and sewer systems in compliance with all state and federal requirements. Annually, the Town presents a water quality report to inform all residents and businesses about the quality of water and services that are delivered daily.

As will be presented in more detail in Section 2, the Town is projected to see a significant population increase over the next ten- and twenty-year planning periods.

System Facilities

The Town operates two (2) essential utilities which include a potable water and wastewater system. The systems are maintained and operated by the Town of Dundee's Public Work and

Utilities Departments in compliance with all state and federal requirements. Facilities include two (2) water treatment plants and one (1) wastewater treatment plant.

The potable water system includes components to pump and treat raw water extracted from the UFA. The treated, "finished" water is stored and re-pumped into the distribution system for potable consumption by the Town's end users. The system also provides fire protection services which serve the Town and the greater utility service area.

The Town's potable water system includes a total of six (6) operating public supply wells and two (2) ground water storage tanks (GST). The system is operated by six (6) high service pumps. Tables 1 and 2 provide detailed information about the Town's facilities. See Map 4 for facilities locations.

Table 2: Inventory of Wells

Service Area	Well # (Name)	Well Diameter (inches)	Well Pump Capacity (GPM)	Well Depth (feet)	Pump Motor Horsepower
Town of Dundee	*Well #1	12	553,000	755	100
	Well #3	10	553,000	690	40
	Well #4	12	553,000	760	40
	Well #6	16	818,000	850	125
	Well #7	16	818,000	850	125
	Well #8	16	818,000	710	75

*Well #1 Not in operation

Table 2: Inventory of Water Treatment /Storage Facilities

Storage	Location	Type	Total Design Capacity (MGD)
*Lake Ruth WTP	603 Lake Marie Blvd, Dundee, FL 33838		
Hickory Walk WTP	1501 Steward Rd. Dundee, FL 33838	GST	0.75
Riner WTP	625 Dundee Rd. Dundee, FL 33838	GST	0.25

*Lake Ruth WTP is no longer in service

Water Treatment Practices

The Town treats raw ground water for Hydrogen Sulfide and organics by way of aerators and Cl2 12% bleach. The Town monitors its water treatment plants through a Supervisory Control & Automated Data Acquisition (SCADA) system and an OMNI process 24 hours a day, 7 days of the week.

Wastewater and Reuse

The Town's wastewater system is also regulated through FDEP under permit number FLA180416 (Expiration Date: April 5, 2025). It consists of a collection system, lift stations and transmission mains, as well as one wastewater treatment facility (WWTF), which has the capability to provide treated wastewater effluent for reuse. The Town's wastewater treatment effluent disposal capacities include a 0.316 Rapid Infiltration Basin. The Dundee Regional WWTF disposes of 0.13 MGD of reclaimed water to three rapid infiltration ponds.

Water Use

The Town's public water supply service area (10,925.9 acres) supports customers both inside and outside of the Town's corporate limits (See Map 1 for Service Area Boundary). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. The Town is currently using approximately 797,208GPD. As part of its commitment to providing quality water to its customers, the Town also provides a water quality report to inform all residents and businesses about the quality of water and services that are delivered every day. As will be outlined in more detail in Section 2, the Town is projected to see considerable population growth over the next ten- and twenty-year planning periods.

SECTION 2: DATA AND ANALYSIS

2.1 Water Service Area

Potable water is administered through a metered system serving both residential and non-residential users under an adopted LOS standard of 115 gallons per person per day (gpcd). The system is regulated and permitted by the FDEP and the SWFWMD. The Town's permitted maximum flow (design capacity) for water extraction (as regulated through FDEP) is 2,690,000 gallons per day (gpd). The Town's current permitted capacity for water use by the SWFWMD is 917,500 gpd. In 2022, the Town renewed its water use permit, which was issued with an expiration date of September 6, 2032.

Table 3 outlines the Town's permitted capacity and current metered connections under the active WUP.

Table 3: Town of Dundee's Existing Potable Water Customers

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type	WUP Permitted Capacity	Number of Residential Meters*	Number of Commercial/ Industrial/ Recreational Meters*
6530485	5893.013	Town of Dundee	Potable Water	917,500 GPD	2,039	241

**Data Source: Town of Dundee 2015 Public Supply Annual Report*

2.2 Population Information and Water Demand Projection

Historic Water Use by Sector

Planning for future water supply requires an understanding of past water use and the factors that influence future use over time. This section presents historical water use based on the 2011 and 2015 Town of Dundee's Public Supply Annual Reports (PSARs).

As expected, single family residential water use represents the greatest per capita/per day consumption rate, with mobile home uses (which are generally similar to single family residential uses) and residential irrigation being the next highest users. The amount of documented water loss in the Town's system according to the 2015 PSAR, is 27,630 gpd, which is less than 5 percent of the Town's total reported water use.

Growth Patterns and Potable Water

In 2020, the University of Florida's Bureau of Economic and Business Research (BEBR) estimated a Town population of 5,235 persons, which is an increase of 1,518 persons compared to the 2010 Census (3,717 persons). Based on the size of the Town's public water supply service area there is an even larger population demand. In 2020, the SWFWMD estimated a population of 5,583 persons. Population projections from 2020 to 2040 are outlined in Section 2. of this document.

Figures 2 and 3 reflect the Town's general percentage use of potable water for residential and non-residential users, for 2011 and 2015.

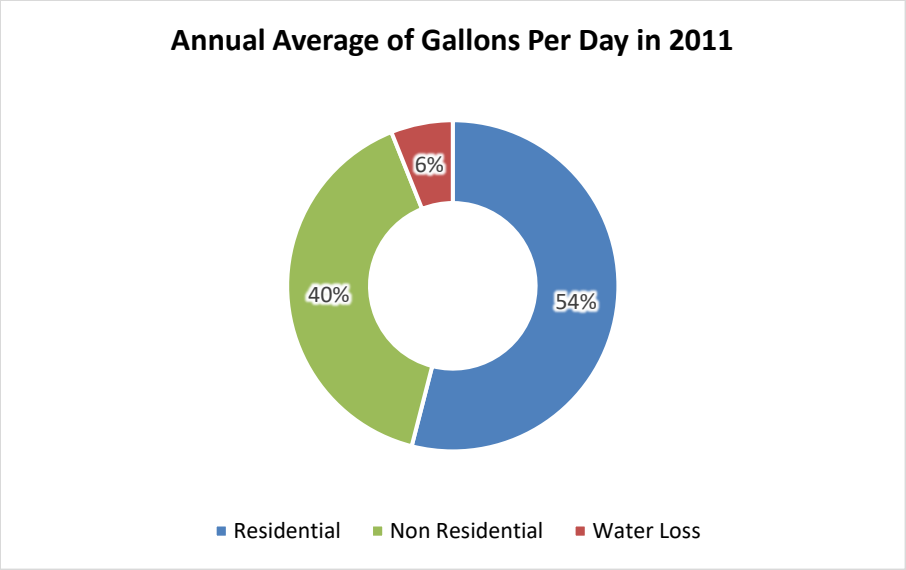


Figure 2: Historic Potable Water Use in 2011

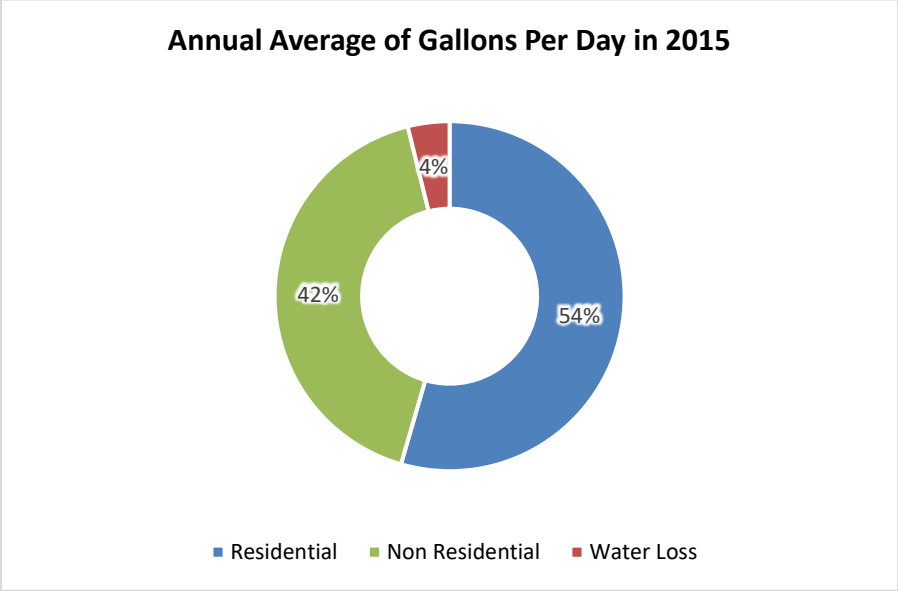


Figure 3: Historic Potable Water Use in 2015

5-year per Capita Demand

A calculation of the average per capita demand for potable water is necessary to monitor potential negative impacts on water resources and to ensure consumption rates do not exceed the Town's adopted LOS standard (115 gpcd) or the maximum 150 gpcd within the SWUCA. The average per capita demand is calculated based on the reported average daily water demand and the total consumption as measured by the Town's functional population. The functional population is defined as the total consuming end user, which includes permanent residents, seasonal residents, tourists, and net commuters as established by the SWFWMD. Table 4 outlines the 5-year per capita water demand.

Table 4: 5-Year Per Capita Water Demand

Service Area	Year	Adjusted Per Capita Demand (GPCD)*
Town of Dundee	2018	108
	2019	108
	2020	122
	2021	108
	2022	114
5-year average per capita demand		112

**Data source: Town of Dundee Public Supply Annual Report*

As shown in Table 4, the Town is generally operating within its adopted LOS of 115 gpcd. Based on the Town's PSARs from 2022 the Town's 5-year average demand is 112 gpcd.

Population Projection

Population projections used in this document are based on a methodology developed by the SWFWMD. The SWFWMD uses medium projections disaggregated to land parcel level using a GIS methodology. The functional population figures are used to reasonably estimate the potential impacts on future potable water demands. A twenty-year projection of the functional population, using the SWFWMD figures is provided in Table 5. 2020 is considered the base year consistent with the SWFWMD 2020 RWSP.

Table 5: Functional Population Projections of Dundee (2020-2040)

Year	Functional Population*
2020	5,583
2025	6,421
2030	7,183
2035	8,046
2040	8,932

** Data source: SWFWMD 2020 RWSP*

2.3 Projected Annual Growth Rates

The projected functional population annual growth rates from 2020 to 2040 for the Town of Dundee are shown in Table 6 and Figure 5. In the immediate ten-year period from 2020-2030, the functional population is projected to increase from 5,583 to 7,183, reflecting an annual growth rate of 2.5 percent. Over the twenty-year period (2020-2040), the functional population is projected to increase from 5,583 to 8,932, reflecting an annual growth rate of 2.3 percent. The projected growth rates shown here, which do not include any future land acquisitions (*i.e.,* Town annexations), reflect a moderately-high growth rate over the ten- and twenty-year planning periods.

Table 6: Projected Functional Population Annual Growth Rates

Town of Dundee Projected Annual Growth Rates									
Year				2020-2025		2020-2030		2020-2040	
2020	2025	2030	2040	%Change	Annual Growth Rate	%Change	Annual Growth Rate	%Change	Annual Growth Rate
5,583	6,421	7,183	8,932	15	2.8	28.66	2.5	60	2.37

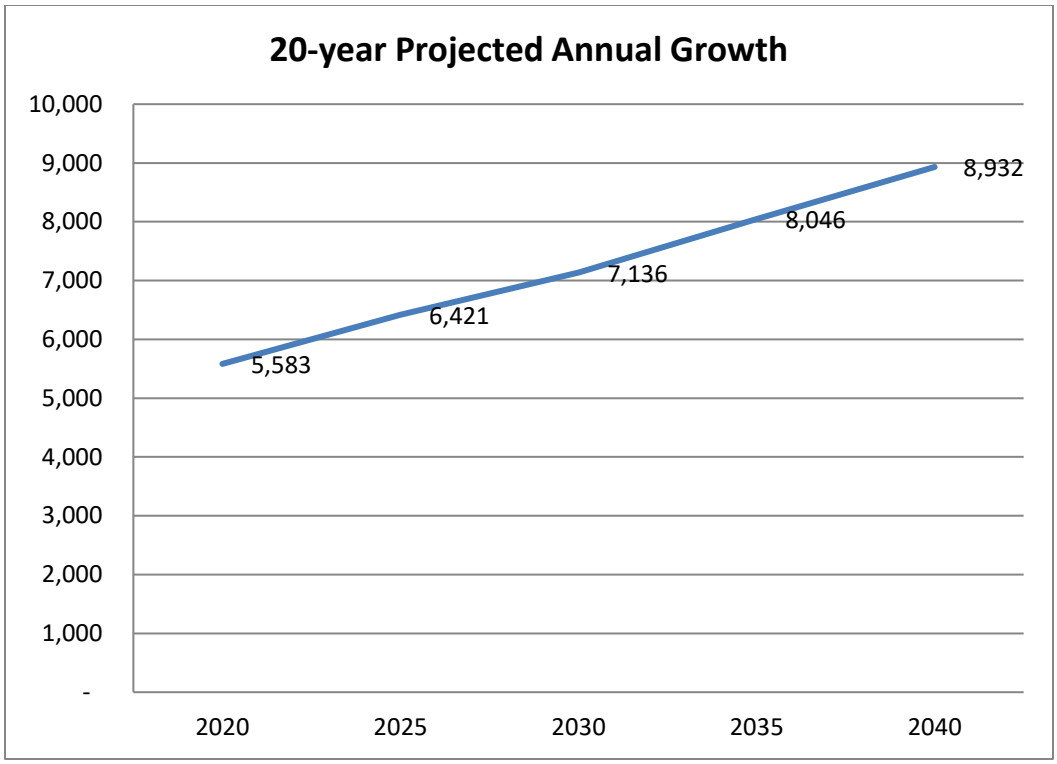


Figure 4: Projected Annual Growth

Table 8 outlines projected water demand to permitted water supply based on functional population projections using the Town's 5-year average demand (112 gpcd) as the multiplier.

Table 8: Projected Water Demand – 5-Year Average Consumption Rate (2020-2040)

	2020	2025	2030	2035	2040
Functional Population	5,583	6,421	7,183	8,046	8,932
Average Per Capita Demand (GPCD)*	112	112	112	112	112
Projected Average Demand (GPD)	625,296	719,152	804,496	901,152	1,000,384
WUP Permitted Capacity (GPD)**	917,500	917,500	917,500	917,500	917,500
Surplus (Deficit) Demand (GPD)	292,204	198,348	113,004	16,348	-82,884
Demand % of Permitted Capacity	68.15	78.38	87.68	98.21	1.090

The projections in Table 8 reveal a daily demand of 804,496 gpd by 2030 (ten-year period) and 1,000,384 gpd by 2040 (twenty-year period). Considering the Town's permitted capacity of 917,500 gpd (based on current WUP,) the Town is anticipated to meet projected growth demands in the ten-year but will face a deficit looking out to the 2040 planning horizon. Based on these findings, the town will continue to explore water re-use options and evaluate current and future projects in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative to assist with additional supply capacity.

SECTION 3: GOALS, OBJECTIVES, AND POLICIES

To promote long-term water resource planning and assure that adequate supplies are available to meet future water demands, the Town recommends goals, objectives, and policies, which are included in the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Town's Comprehensive Plan.

3.1 Water Conservation and Water Reuse

The Town of Dundee will continue to promote water conservation and reuse in the service area. To date, the Town has implemented several water conservation regulations and initiatives consistent with SWFWMD's requirement for implementation of a water conservation plan. Dundee will continue conservation effort through the following:

- Conduct audits of the municipal water system to determine areas that may need repairs or contributing to increased water consumption through leaking pipes and prioritize accordingly.
- Require the use of Florida Friendly landscaping techniques for all new development and continuous promotion of all new automatic landscape irrigation systems to be fitted with properly installed automatic shutoff devices.
- Participate in the Florida Water Star program, which provides up to $350,000 in rebates countywide to builders who participate in a voluntary certification program.
- Educate residents in water conservation and best practices through public education printed and on the Town's website.
- Public education printed and website.
- Promotion of low-flow toilets.
- Line Breaks are set at high priority and fixed promptly.

Additionally, the Town will continue to coordinate water conservation efforts with the SWFWMD, the CFWI, and the PRWC to ensure that proper strategies are being utilized. The Town will also continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner.

3.2. Intergovernmental Coordination

The Town continues to coordinate with Polk County regarding water resource issues, including coordination on water supply plans. The Town also recognizes its partnership and intergovernmental coordination with the CFWI, and the PRWC.

As part of the PRWC, Dundee is part of an inter-municipal effort to seek state funding for projects to take care of public supply needs in the next twenty years. The estimated cost of the projects is $620 million and would produce at least 42 million gallons per day. Dundee is part of a group of municipalities that is currently working to reduce water consumption through a variety of conservation programs, which include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects. Finally, as part of the SWFWMD permitting requirements, the Town is required to complete a Public Supply Annual Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

3.3. Capital Improvements

The Town continues to monitor, update, and improve its potable water system with the goal of providing an efficient and safe water supply for its customers. The Town will continue to upgrade facilities and infrastructure as needed to ensure peak operation of its utility facilities.

The Town has identified several improvements in its Capital Improvement Plan for FY 2022/2023 to FY 2026/2027. A total amount of $24,072,626 is identified for both water and wastewater facility improvements. Potable water, distribution and collection system improvements include water treatment upgrades, ground storage tank repairs, water main upgrades, line, valve, and meter replacements. Project funding in the first two years (through FY 2023/2024) totals $5,902,414. Wastewater improvements include a storage building, updates to the wastewater master plan, headworks expansion, septic tank elimination projects, and improvements to the plant worth $5,463000, with $1,263,000 programmed through FY 2023/2024.

SECTION 4: CONCLUSION

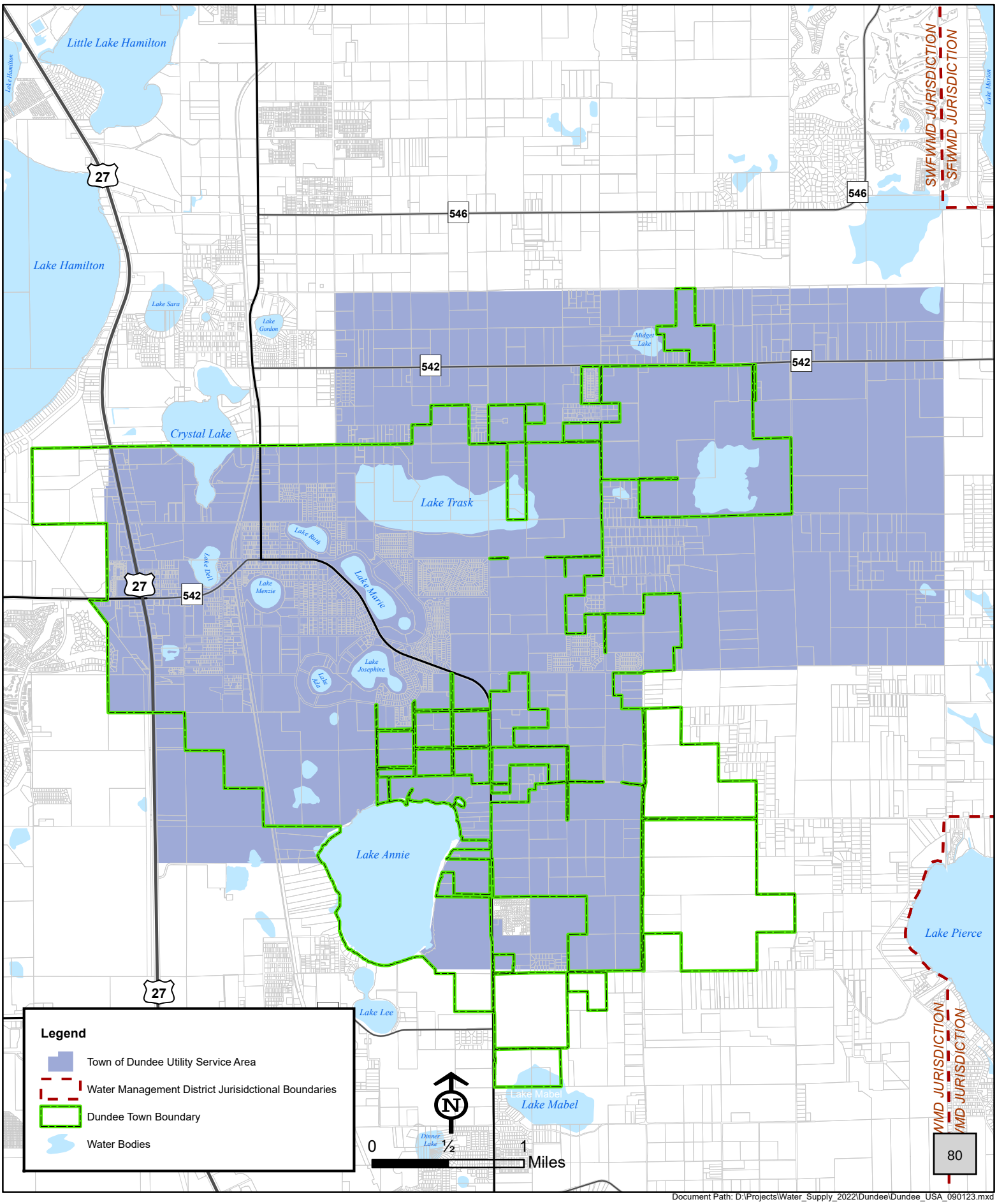
4.1 Conclusion

The Town of Dundee maintains and operates a potable water (utility) system serving users both inside and outside of the current Town limits. The Town system also operates within the boundary of the Southern Water Use Caution Area (SWUCA). As mentioned, the requirements under the SWUCA state that the Level of Service (LOS) standard for water must be lower than 150 gpcd. The Town's adopted LOS for water consumption is 115 gpcd. Based on reported consumption rates from 2018 to 2022, the Town's 5-year average demand is 112 gpcd.

Both the current LOS and the Town's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the Town's utility is permitted to distribute 917,500 GPD. The current average demand for potable water service is approximately 625,296 GPD, leaving an available capacity of 292,204 GPD. While the Town is expected to meet demands through the 10-year planning period (2030), findings reflect there will be a deficit through the 2040 planning horizon (See Table 8). Through continued efforts in coordination with the SWFWMD, the CFWI and the Polk Regional Water Cooperative, additional sources of water may be available to help meet additional needs by the 2040 planning horizon. The Town will continue its conservation efforts through all available resources and continue to upgrade its facilities when and where improvements are needed to ensure a quality water supply system is maintained.

Map 1
UTILITY SERVICE AREA

Item 4.



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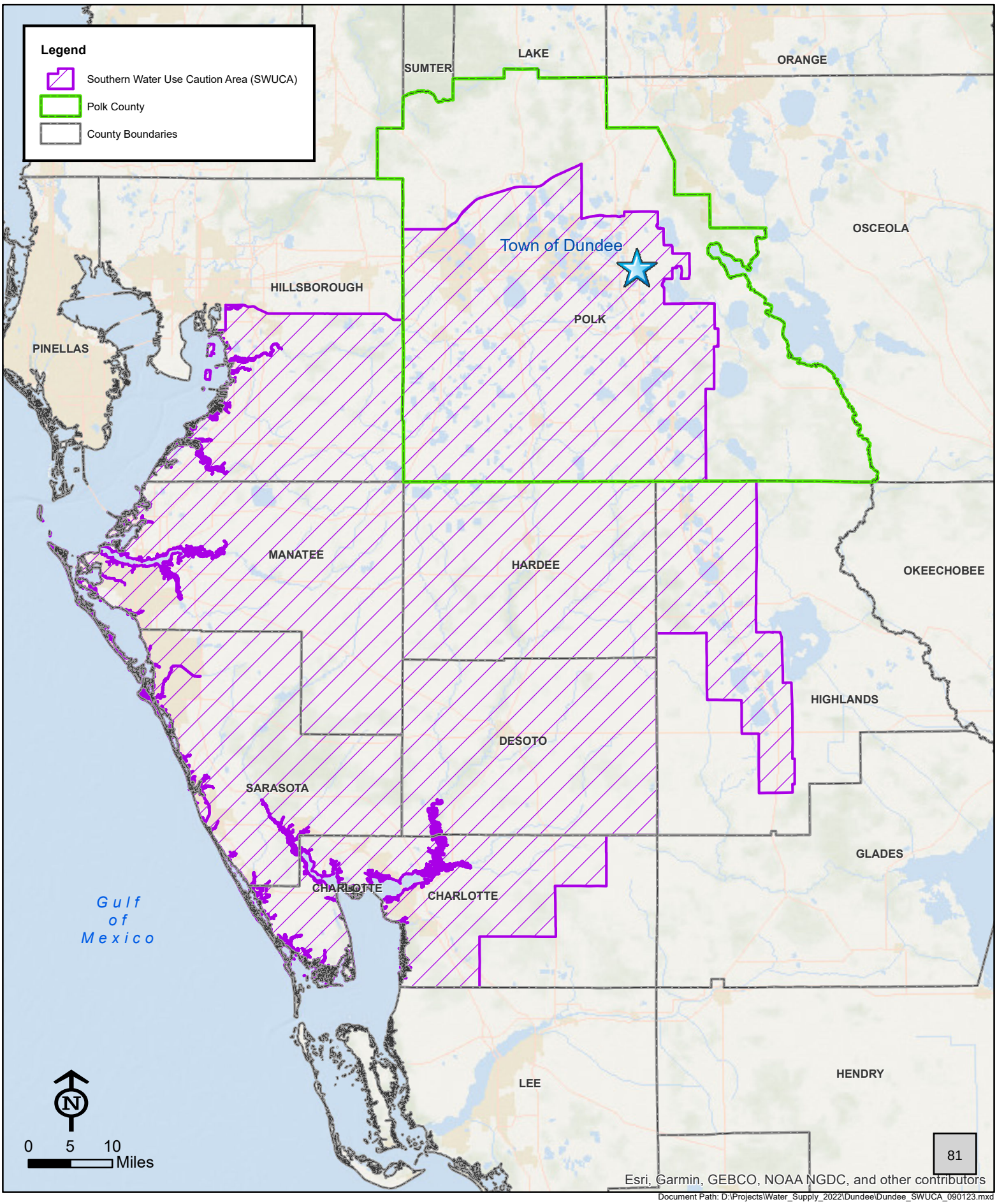
Map 2
SOUTHERN WATER USE CAUTION AREA



Esri, Garmin, GEBCO, NOAA NGDC, and other contributors

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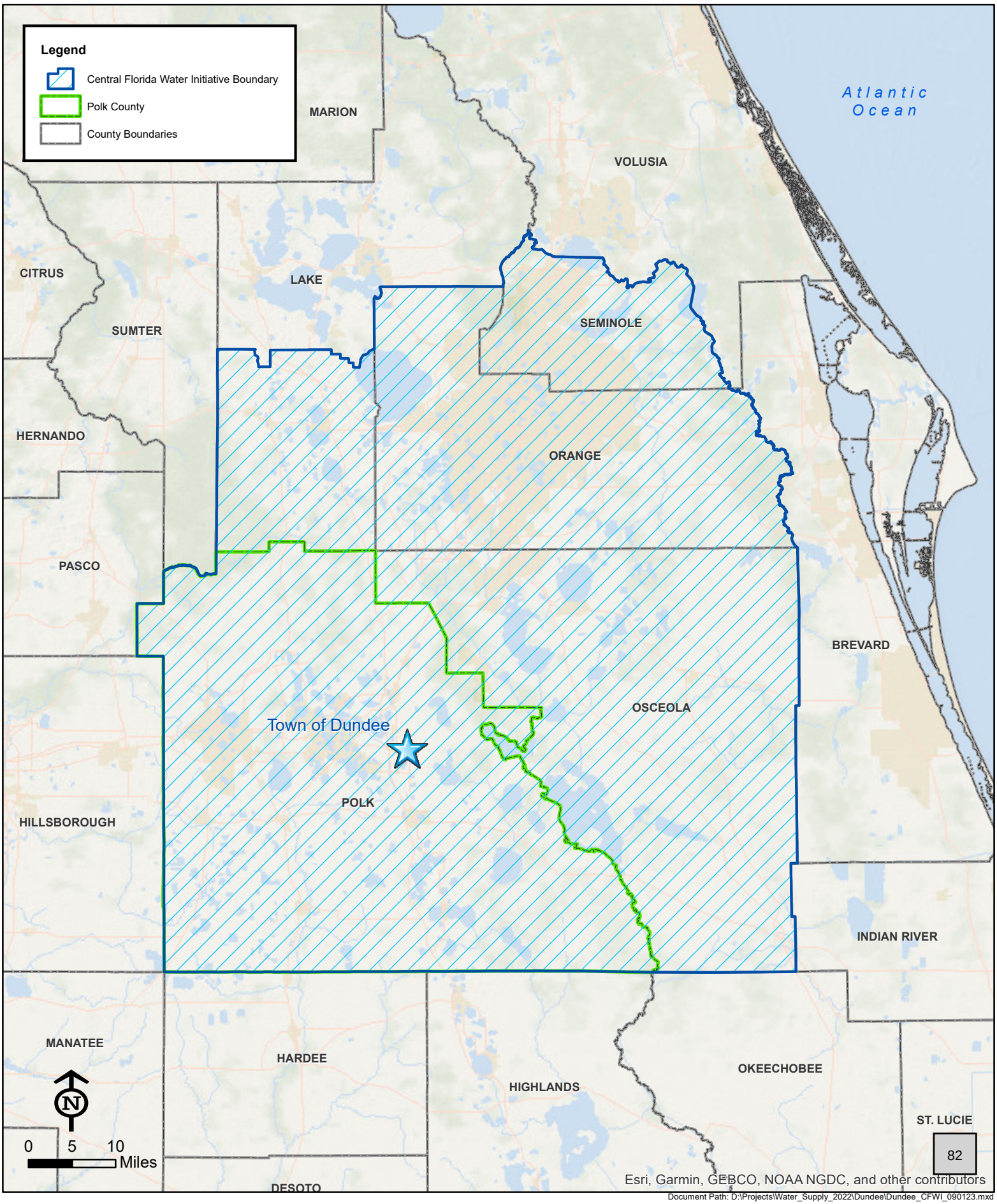
Map 3
CENTRAL FLORIDA WATER INITIATIVE (CFWI)



Esri, Garmin, GEBCO, NOAA NGDC, and other contributors

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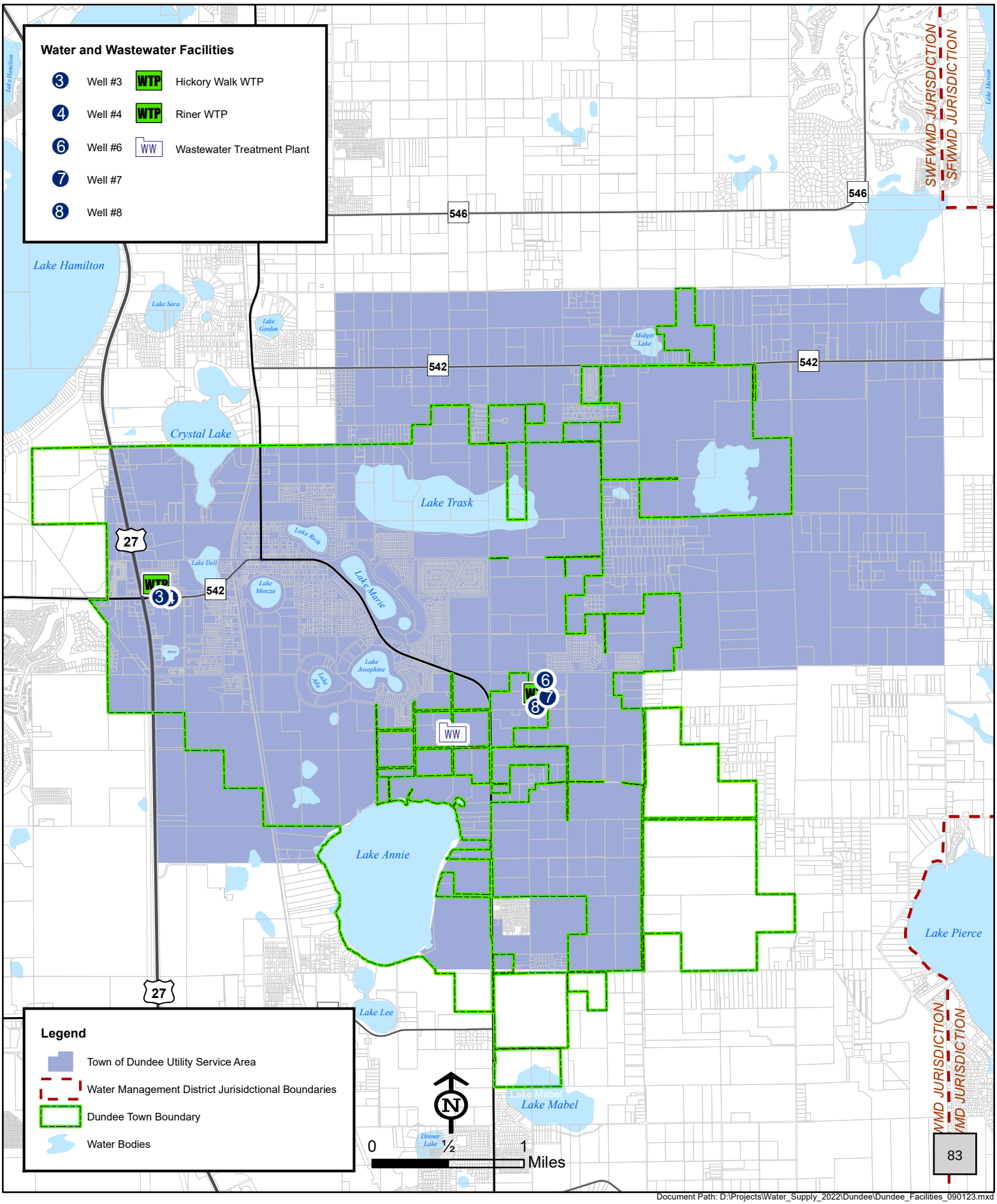
Map 4

WATER & WASTEWATER UTILITY FACILITIES

Item 4.



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ORDINANCE 23-10

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE DUNDEE COMPREHENSIVE PLAN, REVISING THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS BASED ON THE TOWN'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN INCORPORATED HEREIN; PROVIDING FOR TRANSMISSION TO THE FLORIDA DEPARTMENT OF COMMERCE FOR REVIEW AND COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the Town of Dundee, Florida to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, Section 163.3177(6)(c), Florida Statutes, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

WHEREAS, the Town Commission of the Town of Dundee has determined that it would be in the best interest of the public health, safety and general welfare of the residents and non-residential water customers of the Town to amend the Comprehensive Plan consistent with the requirements of Section 163.3177(6)(c), Florida Statutes; and

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

WHEREAS, in exercise of its authority the Town Commission has determined that for the basis of adopting the said amendments in Exhibit "A," the Town shall adopt its Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B",** and by this reference made a part hereof, to be acknowledged as a technical support document to support amendments to the Dundee Comprehensive Plan; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held public hearings on Ordinance 23-10, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, THAT:

Section 1. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. The Town of Dundee hereby amends the following Elements of its Comprehensive Plan: Infrastructure Element, Conservation Element; Intergovernmental Coordination Element; and Capital Improvements Element. Said amendments are set forth in **Exhibit "A"** attached hereto and by this reference made a part hereof.

Section 3. The basis for adopting the said amendments is the Town of Dundee Ten-Year Water Supply Facilities Work Plan, incorporated herein as **Exhibit "B",** which is attached hereto and by this reference made a part hereof, as a technical support document to support the amendments to the Dundee Comprehensive Plan accomplished on this Ordinance.

Section 4. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 5. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 8. The effective date of these amendments, if the amendments are not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, the amendments shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendments to be in compliance. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, the amendments may nevertheless be made effective by adoption of a resolution affirming the effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

INTRODUCED AND PASSED on First Reading and transmittal public hearing this 9th day of January, 2024.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission, this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

_____
Mayor- Sam Pennant

ATTEST:

_____
Town Clerk – Trevor Douthat

Approved as to form:

_____
Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE 2023-12
EXHIBIT "A"

COMPREHENSIVE PLAN AMENDMENTS

TOWN OF DUNDEE COMPREHENSIVE PLAN
GOALS, OBJECTIVES, AND POLICIES

TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING

- The following amendments to the Dundee Comprehensive Plan are proposed consistent with the update to the Town of Dundee Ten-Year Water Supply Facilities Work Plan.

- Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed. Amended text is based on the update to the Town's Ten-Year Water Supply Facilities Work Plan.

I. INFRASTRUCTURE ELEMENT AMENDMENTS:

The following amendments are proposed to the Infrastructure Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL 2: **POTABLE WATER**

PROVIDE FOR THE RELIABLE DELIVERY OF POTABLE WATER TO MEET THE NEEDS OF ALL RESIDENTS AND BUSINESSES.

OBJECTIVE 2.2: **EXPANSION OF SYSTEM TO MEET FUTURE NEEDS**

EXPAND THE MUNICIPAL WATER SERVICE SYSTEM AS NEEDED TO MEET THE NEEDS OF FUTURE RESIDENTS AND BUSINESSES IN SUCH A MANNER AS TO MAXIMIZE THE USE OF EXISTING FACILITIES, DISCOURAGE URBAN SPRAWL, AND MEET THE WATER CONSERVATION OBJECTIVES ESTABLISHED IN THE CONSERVATION ELEMENT.

Policy 2.2.8: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan

and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

II. WATER SUPPLY SUB-ELEMENT AMENDMENTS:

The following amendments are proposed to the Water Supply Sub-Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL 1: **ENSURE THE PROVISION OF ADEQUATE WATER RESOURCES TO MEET THE NEEDS OF ALL RESIDENTS, VISITORS, AND BUSINESSES IN THE TOWN OF DUNDEE.**

OBJECTIVE 1.4: **THE TOWN SHALL WORK WITH SURROUNDING GOVERNMENTS AND SWFWMD TO EXPLORE THE DEVELOPMENT OF REGIONAL WATER SUPPLY SYSTEMS IN ORDER TO MEET FUTURE POTABLE WATER NEEDS.**

Policy 1.4.1: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

III. CONSERVATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Conservation Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO CONSERVE, PROTECT, ENHANCE, AND MANAGE ITS NATURAL RESOURCES AND TO ATTAIN THE HIGHEST POSSIBLE ENVIRONMENTAL QUALITY.** ~~**[9J-5.013(2)(A)]**~~

OBJECTIVE 10: **ESTABLISH SPECIFIC PROCEDURES AND REGULATIONS DESIGNED TO CONSERVE THE POTABLE WATER SUPPLY WITHIN THE TOWN OF DUNDEE.**

Policy 10.4: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

IV. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:

The following amendments are proposed to the Intergovernmental Coordination Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **TO ESTABLISH AN EFFICIENT COORDINATION MECHANISM AMONG THE RELEVANT PUBLIC AND PRIVATE ENTITIES THAT PROVIDES THE MOST EFFICIENT UTILIZATION OF AVAILABLE RESOURCES.**

OBJECTIVE 9: **THE TOWN OF DUNDEE SHALL WORK WITH SURROUNDING GOVERNMENTS AND OTHER AGENCIES TO ENSURE THAT MEETING FUTURE POTABLE WATER NEEDS ARE COORDINATED ON A REGIONAL BASIS.**

Policy 9.1: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

V. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:

The following amendments are proposed to the Capital Improvements Element of the Town of Dundee Comprehensive Plan based on the Ten-Year Water Supply Facilities Work Plan.

GOAL: **IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO PROVIDE NECESSARY PUBLIC FACILITIES AND SERVICES FOR ALL EXISTING AND FUTURE DEVELOPMENT, AT ADOPTED LEVEL OF SERVICE STANDARDS, THROUGH A PROCESS THAT PERMITS DEVELOPMENT CONCURRENT WITH THE ABILITY OF THE TOWN TO PROVIDE SUCH FACILITIES AND SERVICES.**

OBJECTIVE 2: **CONCURRENCY AND CAPITAL IMPROVEMENTS**

BASE LAND USE DECISIONS, INCLUDING DECISIONS REGARDING THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS, ON THE DEVELOPMENT REQUIREMENTS INCLUDED IN THIS COMPREHENSIVE PLAN, THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF DUNDEE, AND THE AVAILABILITY OF PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS.

Policy 2.6: The Town hereby ~~incorporates~~ acknowledges its Ten-Year Water Supply Facilities Work Plan as a technical support document ~~in~~to this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November ~~2015~~ 2020. ~~The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan~~. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

ORDINANCE 23-10
EXHIBIT "B"

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

Town of Dundee Ten-Year Water Supply Facilities Work Plan

Prepared For:
Town of Dundee, FL
Prepared By:
Central Florida Regional Planning Council

September 2023

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SECTION 1: INTRODUCTION

1.1 Purpose of 2023 Dundee Water Supply Plan

The Town of Dundee (Town) 2023 Water Supply Plan (WSP) has been developed in accordance with the requirements and guidelines contained in the Regional Water Supply Plan (RWSP) approved by the Southwest Florida Water Management District (SWFWMD) Governing Board in November 2020. The Town has developed this WSP not only to meet regulatory requirements (cited in Chapter 163, Part II, Florida Statutes, whereby local governments are required to adopt Work Plans into their comprehensive plans after their Water Management District approves a regional water supply plan or its update); but also, to serve as a water resource planning document for the Town's residents, businesses, interest groups, and public officials. This plan provides information on the Town's current and future water demands and supplies, discusses the water resources challenges that the Town faces, and summarizes the major water resources initiatives that the Town has taken to ensure a safe reliable water supply for its water customers.

The Dundee WSP uses projected population estimates to determine potential impacts on future potable water demand. The projections explore growth over a twenty-year period through the year 2040, with an emphasis placed on the immediate ten-year planning period. Specifically, the WSP details the Town's water system, water demands, sources of water supplies, water quality, capital improvement projects, and potential multi-jurisdictional planning initiatives.

1.2 Statutory Requirements (Revised by SWFWMD on 2021)

The Town of Dundee has considered the following statutory provisions as put of the WSP update:

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].

2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected

growth demands must accompany all proposed Future Land Use Plan and Plan amendments submitted for review.

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].

4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the "Infrastructure element") through a Comprehensive Plan amendment to:

a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.].

b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and

c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the 5-year period [Section 163.3177(3)(a)4., F.S.].

6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation element to assess projected water needs and sources for at least a 10-year planning period, considering the applicable RWSP and water use permit(s) [Section 163.3177(6)(d), F.S.]. The comprehensive plan must address the water supply sources necessary to meet the existing and projected water use demand for the established planning period, considering the applicable RWSP [Section 163.3167(9), F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination element to ensure consistency between the Comprehensive Plan and the applicable RWSP [Section 163.3177(6)(h)1., F.S.].

8. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven years. The evaluation could address the local government's need to update their Work Plan, including the development of alternative

water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.].

9. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].

10. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

1.3 Background Information Overview

Geography

The Town of Dundee, Florida is a municipal corporation of the State, located in eastern Polk County. US Highway 27 runs north and south through the west side of the Town while State Road 17 (Scenic Highway) runs north and south through the heart of the Town. Dundee's service area lies within the Southern Water Use Caution Area (SWUCA). The utility service area of Dundee borders the utility service areas of the City of Haines City to the north, the City of Winter Haven to the west, Polk County Utility to the east, and the City of Lake Wales to the south.

Numerous lakes surround the Town limits. Lake Menzie, one of the most important lakes in the Town, is in the middle of the Town and serves several recreational opportunities for both residents of the community and visitors.

Utility Service Area and District Governance

Inclusive of and extending beyond the corporate limits is the Town's utility service area boundary. This boundary represents areas currently served by the Town's utility system and areas that may be served in the future. This service area boundary encompasses approximately 17.01 Square miles. The Town's utility service area borders the utility service areas of the Town of Lake Hamilton and the City of Haines City to the north, the City of Winter Haven to the west, the City of Lake Wales to the south, and Polk County Utilities to the east.

The Town's utility service area is governed and permitted by the Southwest Florida Water Management District (SWFWMD). See Map 1 which reflects the Town's corporate limits and the utility service area boundary.

Regional Demand Projections

According to the 2021 Florida Department of Environmental Protection Regional Water Supply Planning Report, total water demand during 2020 within the SWFWMD was about 1,119 mgd (Figure 1).

By 2040, the SWFWMD expects total water demands to increase to approximately 1,265 mgd, which is nearly 13 percent more than the reported 2020 water demand. The SWFWMD estimates that public supply and agricultural irrigation will remain the two largest consumers of water resources, even though agricultural irrigation is projected to decrease by approximately 1.76 percent. The consumer category representing the largest expected change in demand is domestic self-supply, with an estimated 43% increase between 2020 and 2040. See Figure 1 below illustrating the projected consumer demands for water resources within SWFWMD between 2020 and 2040.

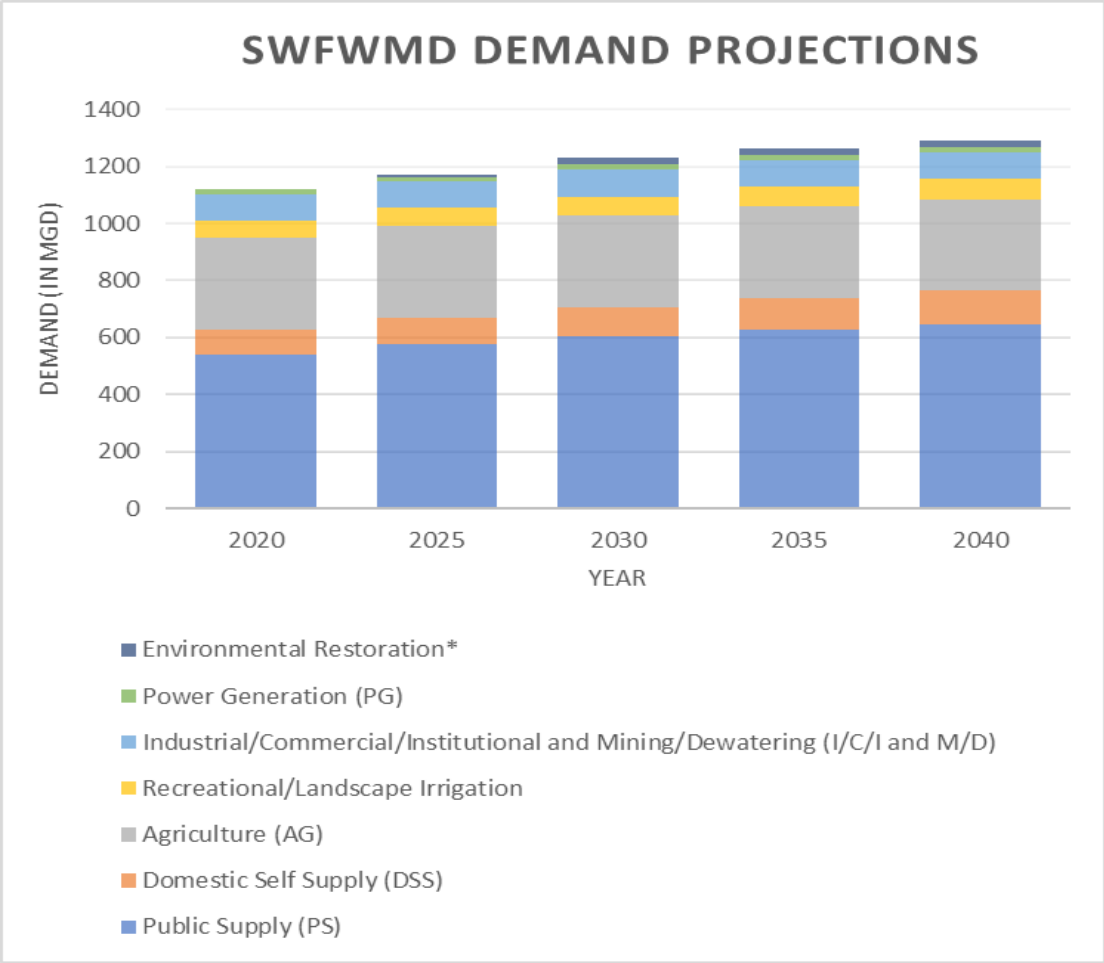


Figure 1: SWFWMD Districtwide Demand Projections 2020-2040

In response to projected demands, the SWFWMD has made concerted efforts to champion options to further protect and enhance water resources. Since 2005, 138.1 mgd of water has been made available through alternative water supply projects throughout the district. An additional 166.9 mgd is expected to be provided through implementation of future alternative water supply projects and efforts, for an estimated total of 305 mgd. Projects and efforts used to explore and implement alternative water sources include aquifer storage, water conservation, reclaimed water, brackish groundwater, surface water and surface water storage.

1.4 Southwest Florida Water Management District and Southern Water Use Caution Area

The Town is in an area that the SWFWMD identifies as the Southern Water Use Caution Area (SWUCA) (See Map 2). A water caution area is an area where existing and reasonably anticipated sources of water may not be adequate to supply water for all existing uses and anticipated future needs while sustaining water resources and related natural systems through the year 2025. In 2006, SWFWMD developed the SWUCA Recovery Strategy to respond to these concerns complying with Section 373.036 Florida Statutes. The SWFWMD proposed a program of natural system restoration, groundwater withdrawal reductions, and alternative source development projects to stabilize ground and surface water resources in the region. To ensure the health and availability of water resources within the SWUCA, Rule 40 D-2 F.A.C. states that the level of service (LOS) for water shall be equal to or less than 150 gallons per capita per day (gpcd).

1.5 Central Florida Water Initiative (CFWI)

The Central Florida Water Initiative (CFWI) is a collaborative water supply planning effort among the state's three largest water management districts, the Florida Department of Environmental Protection (DEP), the Florida Department of Agriculture and Consumer Services (DACS), water utilities, environmental groups, business organizations, agricultural communities, and other stakeholders.

The CFWI Planning Area covers five counties, including Orange, Osceola, Polk, Seminole and southern Lake (See Map 3). The boundaries of the three water management districts – St. Johns River Water Management District, South Florida Water Management District and Southwest Florida Water Management District – meet in an area known as the Central Florida Coordination Area (CFCA), which includes Polk County and within it, the Town of Dundee.

The purpose of the CFWI is to implement effective and consistent water resource planning through the Central Florida region. As part of the initiative, in 2020, the CFWI adopted an updated multi-district Regional Water Supply Plan to ensure the protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The CFWI Regional Water Supply Plan (RWSP) adopted the Guiding Principles by:

- Identifying the sustainable quantities of fresh groundwater sources available for water supplies that can be used without causing harm to the water resources and associated natural systems

- Identifying water conservation savings which may be achievable by water users during the planning horizon
- Identifying water supply and water resource development options to meet reasonable and beneficial water demands that are in excess of the sustainable yield of fresh groundwater sources
- Protecting and enhancing the environment, including the natural resource areas and systems
- Providing information to support local government comprehensive plans
- Achieving compatibility and integration with other state and federal regional resource initiatives

Adoption of the Town's WSP must be consistent with the CFWI RWSP, be financially feasible and it must include the necessary provisions to ensure that potable water LOS standards are maintained for expected population growth.

1.5 Polk County Regional Water Cooperative (PRWC)

The Town of Dundee is part of the Polk Regional Water Cooperative (PRWC). This county-wide effort was established to bring the local governments within Polk County together to work in tandem to qualify for state and water management district funding to help pay for water resource projects to ensure adequate water supplies are available in the future. As a planning effort with a broad-based approach, the PRWC focuses on analyzing where alternative supplies are available and where demand is present. Priority projects identified by the PRWC correspond to those prioritized projects identified through the efforts of the CFWI.

Currently, the Polk Regional Water Cooperative is moving forward with two significant projects to enhance the availability of water in the region. The Southeast Wellfield and Water Supply Facility will utilize the Lower Florida Aquifer which is brackish and will require treatment via reverse osmosis. This project will deliver an extra 12.5 (MGD) to the region. The West Polk Wellfield and Water Supply Facility is a similar project, which will tap into the Lower Floridan Aquifer and is slated to provide up to 10 (MGD) per day.

1.7 Description of the Town's Water Supply System

Water Sources

The primary source of water extraction for the Town is fresh groundwater from the Upper Floridan Aquifer (UFA). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. Although water utilities in the region are increasingly implementing conservation measures and exploring alternative sources for public supply, Dundee's water source is still obtained exclusively from the UFA. SWFWMD's 2020 Regional Water Supply Plan indicates that approximately 42 percent of water available in the Heartland region will be from fresh groundwater sources by the year 2040. Limited options for alternative water supply exist within the Central Florida Heartland region. As a non-coastal area, desalination of water is still not a viable or feasible option.

Potable Water System

The Town's public water supply system is regulated through the Florida Department of Environmental Protection (FDEP) while water use (water consumption) is permitted through the SWFWMD. Table 1 below provides the Town's permitting information. Additional information on the Town's permit conditions is provided in *Section 2.1, Water Service Area*.

Table 1: Public Water System and Water Use Permits

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type
6530485	5893.013	Town of Dundee	Potable Water

The Town's potable water distribution system is operated by the Town's Utilities Department, which operates and maintains the Town's water and sewer systems in compliance with all state and federal requirements. Annually, the Town presents a water quality report to inform all residents and businesses about the quality of water and services that are delivered daily.

As will be presented in more detail in Section 2, the Town is projected to see a significant population increase over the next ten- and twenty-year planning periods.

System Facilities

The Town operates two (2) essential utilities which include a potable water and wastewater system. The systems are maintained and operated by the Town of Dundee's Public Work and

Utilities Departments in compliance with all state and federal requirements. Facilities include two (2) water treatment plants and one (1) wastewater treatment plant.

The potable water system includes components to pump and treat raw water extracted from the UFA. The treated, "finished" water is stored and re-pumped into the distribution system for potable consumption by the Town's end users. The system also provides fire protection services which serve the Town and the greater utility service area.

The Town's potable water system includes a total of six (6) operating public supply wells and two (2) ground water storage tanks (GST). The system is operated by six (6) high service pumps. Tables 1 and 2 provide detailed information about the Town's facilities. See Map 4 for facilities locations.

Table 2: Inventory of Wells

Service Area	Well # (Name)	Well Diameter (inches)	Well Pump Capacity (GPM)	Well Depth (feet)	Pump Motor Horsepower
Town of Dundee	*Well #1	12	553,000	755	100
	Well #3	10	553,000	690	40
	Well #4	12	553,000	760	40
	Well #6	16	818,000	850	125
	Well #7	16	818,000	850	125
	Well #8	16	818,000	710	75

***Well #1 Not in operation**

Table 2: Inventory of Water Treatment /Storage Facilities

Storage	Location	Type	Total Design Capacity (MGD)
*Lake Ruth WTP	603 Lake Marie Blvd, Dundee, FL 33838	*no longer in service	
Hickory Walk WTP	1501 Steward Rd. Dundee, FL 33838	GST	0.75
Riner WTP	625 Dundee Rd. Dundee, FL 33838	GST	0.25

Water Treatment Practices

The Town treats raw ground water for Hydrogen Sulfide and organics by way of aerators and Cl2 12% bleach. The Town monitors its water treatment plants through a Supervisory Control & Automated Data Acquisition (SCADA) system and an OMNI process 24 hours a day, 7 days of the week.

Wastewater and Reuse

The Town's wastewater system is also regulated through FDEP under permit number FLA180416 (Expiration Date: April 5, 2025). It consists of a collection system, lift stations and transmission mains, as well as one wastewater treatment facility (WWTFs), which has the capability to provide treated wastewater effluent for reuse. The Town's wastewater treatment effluent disposal capacities include a 0.316 Rapid Infiltration Basin. The Dundee Regional WWTF disposes of 0.13 MGD of reclaimed water to three rapid infiltration ponds.

Water Use

The Town's public water supply service area (10,925.9 acres) supports customers both inside and outside of the Town's corporate limits (See Map 3 for Service Area Boundary). As with many communities, the Town's dependency on groundwater use has increased over the past several decades. The Town is currently using approximately 797,208GPD. As part of its commitment to providing quality water to its customers, the Town also provides a water quality report to inform all residents and businesses about the quality of water and services that are delivered every day. As will be outlined in more detail in Section 2, the Town is projected to see considerable population growth over the next ten- and twenty-year planning periods.

SECTION 2: DATA AND ANALYSIS

2.1 Water Service Area

Potable water is administered through a metered system serving both residential and non-residential users under an adopted LOS standard of 115 gallons per person per day (gpcd). The system is regulated and permitted by the FDEP and the SWFWMD. The Town's permitted maximum flow (design capacity) for water extraction (as regulated through FDEP) is 2,690,000 gallons per day (gpd). The Town's current permitted capacity for water use by the SWFWMD is 917,500 gpd. In 2022, the Town renewed its water use permit, and a new twenty-year permit was issued with an expiration date of September 6, 2032.

Table 3 outlines the Town's permitted capacity and current metered connections under the active WUP.

Table 3: Town of Dundee's Existing Potable Water Customers

FDEP Public Water System (PWS)	WUP Permit No.	Permittee	Provider Type	WUP Permitted Capacity	Number of Residential Meters*	Number of Commercial/ Industrial/ Recreational Meters*
6530485	5893.013	Town of Dundee	Potable Water	917,500 GPD	2,039	241

**Data Source: Town of Dundee 2015 Public Supply Annual Report*

2.2 Population Information and Water Demand Projection

Historic Water Use by Sector

Planning for future water supply requires an understanding of past water use and the factors that influence future use over time. This section presents historical water use based on the 2011 and 2015 Town of Dundee's Public Supply Annual Reports (PSARs).

As expected, single family residential water use represents the greatest per capita/per day consumption rate, with mobile home uses (which are generally similar to single family residential uses) and residential irrigation being the next highest users. The amount of documented water loss in the Town's system according to the 2015 PSAR, is 27,630 gpd, which is less than 5 percent of the Town's total reported water use.

Growth Patterns and Potable Water

In 2020, the University of Florida's Bureau of Economic and Business Research (BEBR) estimated a Town population of 5,235 persons, which is an increase of 1,518 persons compared to the 2010 Census (3,717 persons). Based on the size of the Town's public water supply service area there is an even larger population demand. In 2020, the SWFWMD estimated a population of 5,583 persons. Population projections from 2020 to 2040 are outlined in Section 2. of this document.

Figures 2 and 3 reflect the Town's general percentage use of potable water for residential and non-residential users, for 2011 and 2015.

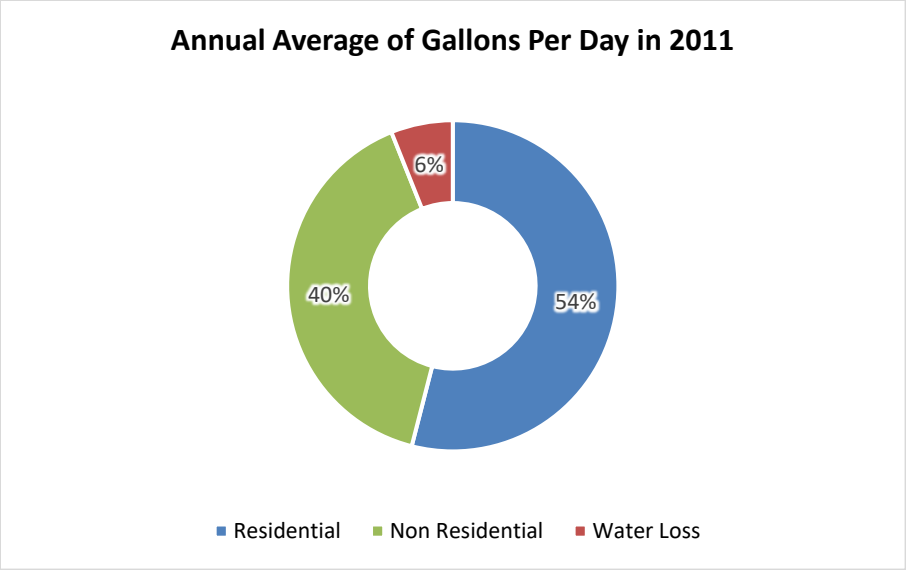


Figure 2: Historic Potable Water Use in 2011

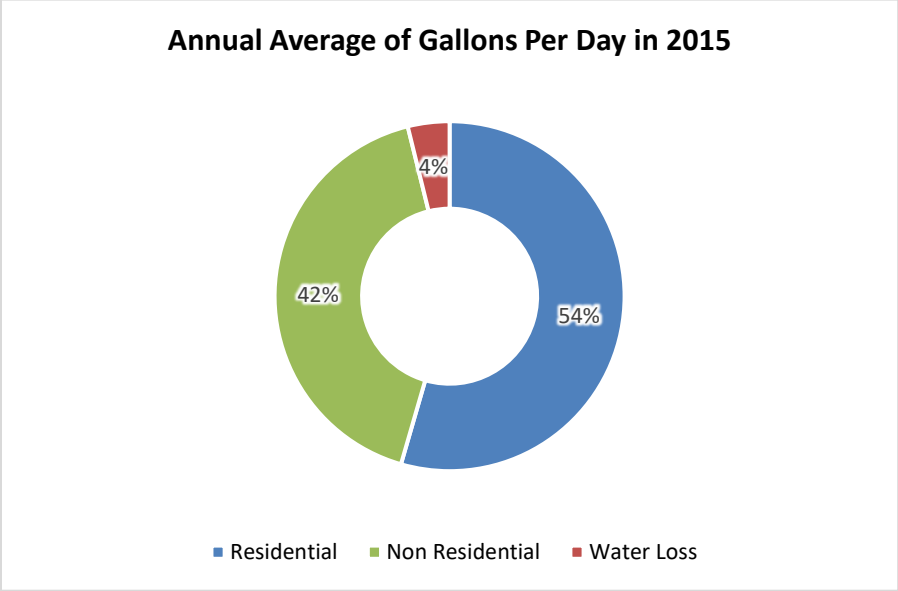


Figure 3: Historic Potable Water Use in 2015

5-year per Capita Demand

A calculation of the average per capita demand for potable water is necessary to monitor potential negative impacts on water resources and to ensure consumption rates do not exceed the Town's adopted LOS standard (115 gpcd) or the maximum 150 gpcd within the SWUCA. The average per capita demand is calculated based on the reported average daily water demand and the total consumption as measured by the Town's functional population. The functional population is defined as the total consuming end user, which includes permanent residents, seasonal residents, tourists, and net commuters as established by the SWFWMD. Table 4 outlines the 5-year per capita water demand.

Table 4: 5-Year Per Capita Water Demand

Service Area	Year	Adjusted Per Capita Demand (GPCD)*
Town of Dundee	2018	108
	2019	108
	2020	122
	2021	108
	2022	114
5-year average per capita demand		112

**Data source: Town of Dundee Public Supply Annual Report*

As shown in Table 4, the Town is generally operating within its adopted LOS of 115 gpcd. Based on the Town's PSARs from 2022 the Town's 5-year average demand is 112 gpcd.

Population Projection

Population projections used in this document are based on a methodology developed by the SWFWMD. The SWFWMD uses medium projections disaggregated to land parcel level using a GIS methodology. The functional population figures are used to reasonably estimate the potential impacts on future potable water demands. A twenty-year projection of the functional population, using the SWFWMD figures is provided in Table 5. 2020 is considered the base year consistent with the SWFWMD 2020 RWSP.

Table 5: Functional Population Projections of Dundee (2020-2040)

Year	Functional Population*
2020	5,583
2025	6,421
2030	7,183
2035	8,046
2040	8,932

** Data source: SWFWMD 2020 RWSP*

2.3 Projected Annual Growth Rates

The projected functional population annual growth rates from 2020 to 2040 for the Town of Dundee are shown in Table 6 and Figure 5. In the immediate ten-year period from 2020-2030, the functional population is projected to increase from 5,583 to 7,183, reflecting an annual growth rate of 2.5 percent. Over the twenty-year period (2020-2040), the functional population is projected to increase from 5,583 to 8,932, reflecting an annual growth rate of 2.3 percent. The projected growth rates shown here, which do not include any future land acquisitions (*i.e.,* Town annexations), reflect a moderately-high growth rate over the ten- and twenty-year planning periods.

Table 6: Projected Functional Population Annual Growth Rates

Town of Dundee Projected Annual Growth Rates									
Year				2020-2025		2020-2030		2020-2040	
2020	2025	2030	2040	%Change	Annual Growth Rate	%Change	Annual Growth Rate	%Change	Annual Growth Rate
5,583	6,421	7,183	8,932	15	2.8	28.66	2.5	60	2.37

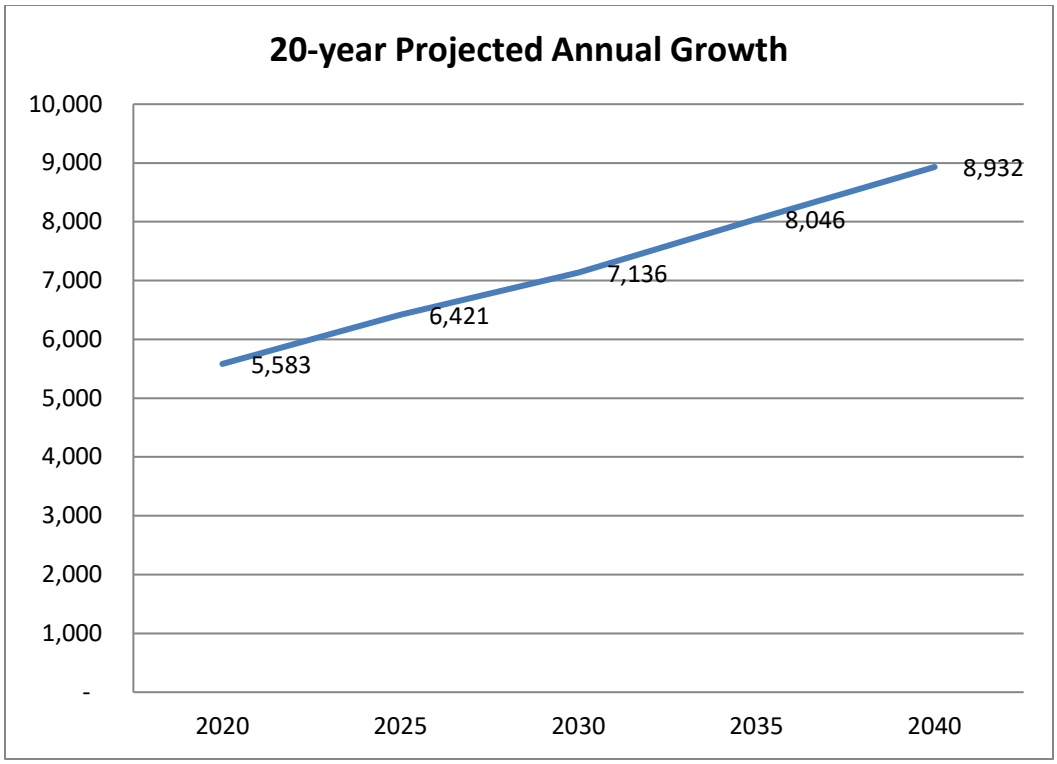


Figure 4: Projected Annual Growth

Table 8 outlines projected water demand to permitted water supply based on functional population projections using the Town's 5-year average demand (112 gpcd) as the multiplier.

Table 8: Projected Water Demand – 5-Year Average Consumption Rate (2020-2040)

	2020	2025	2030	2035	2040
Functional Population	5,583	6,421	7,183	8,046	8,932
Average Per Capita Demand (GPCD)*	112	112	112	112	112
Projected Average Demand (GPD)	625,296	719,152	804,496	901,152	1,000,384
WUP Permitted Capacity (GPD)**	917,500	917,500	917,500	917,500	917,500
Surplus (Deficit) Demand (GPD)	292,204	198,348	113,004	16,348	-82,884
Demand % of Permitted Capacity	68.15	78.38	87.68	98.21	1.090

The projections in Table 8 reveal a daily demand of 804,496 gpd by 2030 (ten-year period) and 1,000,384 gpd by 2040 (twenty-year period). Considering the Town's permitted capacity of 917,500 gpd (based on current WUP,) it's anticipated that the Town will face a deficit by 2040. Based on these findings, the Town is anticipated to meet projected growth demands in the ten-year but not the twenty-year planning period. The town should continue to explore water re-use options and current projects associated with the Polk Regional Water Cooperative may help with additional supply capacity.

SECTION 3: GOALS, OBJECTIVES, AND POLICIES

To promote long-term water resource planning and assure that adequate supplies are available to meet future water demands, the Town recommends goals, objectives, and policies, which are included in the Infrastructure, Conservation, Intergovernmental Coordination and Capital Improvements Elements of the Town's Comprehensive Plan.

3.1 Water Conservation and Water Reuse

The Town of Dundee will continue to promote water conservation and reuse in the service area. To date, the Town has implemented several water conservation regulations and initiatives consistent with SWFWMD's requirement for implementation of a water conservation plan. Dundee will continue conservation effort through the following:

- Conduct audits of the municipal water system to determine areas that may need repairs or contributing to increased water consumption through leaking pipes and prioritize accordingly.
- Require the use of Florida Friendly landscaping techniques for all new development and continuous promotion of all new automatic landscape irrigation systems to be fitted with properly installed automatic shutoff devices.
- Participate in the Florida Water Star program, which provides up to $350,000 in rebates countywide to builders who participate in a voluntary certification program.
- Educate residents in water conservation and best practices through public education printed and on the Town's website.
- Public education printed and website.
- Promotion of low-flow toilets.
- Line Breaks are set at high priority and fixed promptly.

Additionally, the Town will continue to coordinate water conservation efforts with the SWFWMD, the CFWI, and the PRWC to ensure that proper strategies are being utilized. The Town will also continue to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner.

3.2. Intergovernmental Coordination

The Town continues to coordinate with Polk County regarding water resource issues, including coordination on water supply plans. The Town also recognizes its partnership and intergovernmental coordination with the CFWI, and the PRWC.

As part of the PRWC, Dundee is part of an inter-municipal effort to seek state funding for projects to take care of public supply needs in the next twenty years. The estimated cost of the projects is $620 million and would produce at least 42 million gallons per day. Dundee is part of a group of municipalities that is currently working to reduce water consumption through a variety of conservation programs, which include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects. Finally, as part of the SWFWMD permitting requirements, the Town is required to complete a Public Supply Annual Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

3.3. Capital Improvements

The Town continues to monitor, update, and improve its potable water system with the goal of providing an efficient and safe water supply for its customers. The Town will continue to upgrade facilities and infrastructure as needed to ensure peak operation of its utility facilities.

The Town has identified several improvements in its Capital Improvement Plan for FY 2022/2023 to FY 2026/2027. A total amount of $24,072,626 is identified for both water and wastewater facility improvements. Potable water, distribution and collection system improvements include water treatment upgrades, ground storage tank repairs, water main upgrades, line, valve, and meter replacements. Project funding in the first two years (through FY 2023/2024) totals $5,902,414. Wastewater improvements include a storage building, updates to the wastewater master plan, headworks expansion, septic tank elimination projects, and improvements to the plant worth $5,463000, with $1,263,000 programmed through FY 2023/2024.

SECTION 4: CONCLUSION

4.1 Conclusion

The Town of Dundee maintains and operates a potable water (utility) system serving users both inside and outside of the current Town limits. The Town system also operates within the boundary of the Southern Water Use Caution Area (SWUCA). As mentioned, the requirements under the SWUCA state that the Level of Service (LOS) standard for water must be lower than 150 gpcd. The Town's adopted LOS for water consumption is 115 gpcd. Based on reported consumption rates from 2018 to 2022, the Town's 5-year average demand is 112 gpcd.

Both the current LOS and the Town's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the Town's utility is permitted to distribute 917,500 GPD. The current average demand for potable water service is approximately 625,296 GPD, leaving an available capacity of 292,204GPD. The Town of Dundee is not prepared to meet projected growth through the 2040 planning period (See Table 8). Through continued efforts with the Polk Regional Water Cooperative, additional sources of water will be available to help meet the additional need in 2040. The Town will continue its conservation efforts through all available resources and continue to upgrade its facilities when and where improvements are needed to ensure a quality water supply system is maintained.

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	ORDINANCE 23-18, WEIBERG ROAD CDD BOUNDARY AMENDMENT
SUBJECT:	Town Commission will hear the second reading of Ordinance 23-18.
STAFF ANALYSIS:	Staff has received a petition to amend the boundaries of Weiberg Road Community Development District. This petition is pursuant to Section 190.046, Florida Statues, and to adopt an ordinance amending the boundaries of the Weiberg Road Community Development District (CDD).
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Ordinance 23-18 Sworn testimonies

ORDINANCE NO. 23-18

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE AMENDMENT OF THE BOUNDARIES OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2023); PROVIDING A TITLE; PROVIDING FINDINGS; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING FOR NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development Act of 1980", Chapter 190, *Florida Statutes* ("Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, Weiberg Road Community Development District ("District"), has filed a Petition to Amend the Boundaries of Weiberg Road Community Development District, as supplemented (the "Petition"), with the Town Commission of the Town of Dundee (the "Town Commission"), pursuant to Section 190.046, *Florida Statutes*, and to adopt an ordinance amending the boundaries of the Weiberg Road Community Development District (the "District") pursuant to Chapter 190, Florida Statutes (2023).

WHEREAS, copies of the Petition are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the District is a local unit of special-purpose government established pursuant to the provisions of Chapter 190, Florida Statutes, and Town of Dundee Ordinance No. 22-27 (the "CDD Ordinance"); and

WHEREAS, a copy of the CDD Ordinance is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District and having presented documents evidencing the control of the real property to be included in the District, have consented to the Petition which includes, but is not to be limited to, the boundary amendment of the District; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the Town Commission of the Town of Dundee on **January 9, 2024**, pursuant to section 190.046(1)(d)(3), *Florida Statutes*; and

WHEREAS, upon consideration of the record established at that duly noticed public hearing, the Town Commission has considered the record of the public hearing and the statutory factors set forth in section 190.046, *Florida Statutes*, in making its determination to grant or deny the Petition; and

WHEREAS, the amendment of the District boundaries shall not act to amend any land development approvals and/or applicable land development regulations governing the land area to be

included within the District; and

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

WHEREAS, the Town Commission, pursuant to the information contained within the Petition and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

(1) The statements within the Petition are true and correct; and

(2) The appropriate Town of Dundee staff have reviewed the Petition and have advised the Town Commission that said Petition is complete; and

(3) The amendment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the State Comprehensive Plan or the Town of Dundee 2030 Comprehensive Plan; and

(4) The area of land located within the District, as amended, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and

(5) The District, as amended, is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and

(6) The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

(7) The area that will be served by the District, as amended remains amenable to separate special-district government; and

WHEREAS, the Petition which includes, but is not to be limited to, the boundary amendment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, pursuant to the Act, the District does not have the power of a local government to adopt a comprehensive plan, building code, land development code, and/or take any action which is inconsistent with applicable comprehensive plans, ordinances, and/or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to the Act, all governmental planning, environmental, and land development law(s), regulation(s), and/or ordinances of the Town of Dundee, Florida, apply to all development(s) of the land(s) within the District which is located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Petition which includes, but is not to be limited to, the boundary amendment of the District shall not act to amend any land development approvals governing the land area to be included within the District; and

WHEREAS, upon the effective date of this Ordinance, the Weiberg Road Community Development District, as amended, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by this Ordinance and applicable law.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Weiberg Road Community Development District Boundary Amendment Ordinance."

SECTION 2. INCORPORATION OF RECITALS. The Town Commission of the Town of Dundee finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is enacted in compliance with and pursuant to the Uniform Community Development District Act of 1980, codified in Chapter 190, *Florida Statutes* (the "Act"). Nothing contained herein shall constitute an amendment to any land development regulation(s) and/or approvals for the land area included within the District, as amended.

SECTION 4. FINDINGS. The Town Commission of the Town of Dundee, Florida, hereby finds and determines, pursuant to Section 190.005(2) of the Florida Statutes and applicable provisions of the Act, based on the testimony and evidence presented at the duly noticed public hearing held on **January 9, 2024**, and the record established at the said duly noticed public hearing, as follows:

A. All statements within the Petition are true and correct.

B. Establishment of the District, as amended, and all land uses and services planned within the proposed District, as amended, are not inconsistent with applicable elements or portions of the state comprehensive plan, or the Town of Dundee 2030 Comprehensive Plan.

C. The area of land within the District, described in **Composite Exhibit "A"**, which is attached hereto and incorporated herein, is of a sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.

D. The District, as amended, is the best alternative available for delivering the community development services and facilities to the area that would be served by the District.

E. The community development services and facilities of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

F. The area to be served by the District, as amended, is amenable to separate special-district government.

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are hereby amended as set forth in the Petition, the District will encompass a total of 346 acres, more or less, as described and depicted in **Composite Exhibit "A"** attached

hereto and incorporated herein by reference.

SECTION 6. FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190 of the Florida Statutes, as follows:

A. The District, as amended, may exercise powers and functions described in Sections 190.011 and 190.012(1) and (3), Florida Statutes.

B. Consent is hereby given to the District's Board of Supervisors to exercise additional powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and education uses as described and authorized by Section 190.012(2)(a), Florida Statutes and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), Florida Statutes.

C. Notwithstanding the foregoing, and while the District may finance, construct, install and/or acquire water and/or wastewater facility(s) for transfer to the Town of Dundee upon completion pursuant to Section 190.012(1), *Florida Statutes*, and the Town's approval requirements, the adoption and passage of this Ordinance approving the Petition shall not be construed to delegate, authorize, or in any way consent to the District established by the CDD Ordinance, which is attached hereto as **Exhibit "B"** and made apart hereof, and/or hereunder to engage in the ownership and operation of a water and/or wastewater facility(s) which would allow the District to engage in the wholesale or retail sale of water, wastewater and/or re-use water services, or provide garbage services absent an express written consent and agreement of the Town of Dundee, Florida.

D. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all Town of Dundee ordinances and policies governing land planning and permitting of the development to be served by the District.

E. The District shall not have any zoning or permitting powers governing land development or the use of land.

F. Bonds to be issued by the District shall not constitute a debt, liability or general obligation of the Town of Dundee, Florida, Polk County or of the State of Florida, or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds.

G. This Ordinance is not intended nor shall it be construed to expand, modify or delete any provision(s) of the Act, as set forth in Chapter 190, *Florida Statutes,* nor shall it be intended to modify, restrict or expand any current prospective development or utility agreements which include, but shall not be limited to, utility agreements entered into in accordance with the provisions of Chapters 163 and 180 of the Florida Statutes.

SECTION 7. NOTICE REQUIREMENTS. Petitioner has caused a notice of a public hearing on the consideration of the Petition to be published in a newspaper at least once a week for four (4) successive weeks immediately prior to such public hearing in compliance with the provisions of Section 190.005(1)(d), *Florida Statutes.*

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. If any provision of this Ordinance, or the

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

SECTION 9. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of the Town of Dundee, Florida. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect upon its approval and publication as required by Florida general law.

INTRODUCED AND PASSED on first reading this 12th day of December 2023.

PASSED on second reading and public hearing this 9th day of January 2024.

TOWN OF DUNDEE, FLORIDA

_____

Mayor Sam Pennant

ATTEST

_____

TOWN CLERK – Trevor Douthat

APPROVED AS TO FORM:

_____

TOWN ATTORNEY – Fredrick J. Murphy

Exhibit "A"

Legal Description of Weiberg Road Community Development District

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°42'09"E, A DISTANCE OF 2614.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S00°20'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1330.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°35'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1322.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N00°18'00"W, ALONG SAID WEST LINE, A DISTANCE OF 666.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°38'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1292.33 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°20'43"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 667.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 60 ACRES MORE OR LESS.

PARCEL 2

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 22; THENCE N00°22'02"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°21'03"E, A DISTANCE OF 1983.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S00°27'54"E, ALONG SAID EAST LINE, A DISTANCE OF 669.60 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N89°27'59"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.55 FEET TO A POINT ON THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE N89°12'18"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 655.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°19'50"E, A DISTANCE OF 2669.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°03'24"W, ALONG SAID SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 656.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE N00°18'07"W, ALONG SAID EAST LINE, A DISTANCE OF 668.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°27'51"W, ALONG SAID NORTH LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°18'09"E, ALONG SAID EAST LINE, A DISTANCE OF 667.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°30'11"W, ALONG SAID SOUTH LINE , A DISTANCE OF 1323.06 FEET TO A POINT OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N00°18'12"W, ALONG SAID WEST LINE, A DISTANCE OF 667.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°31'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.93 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 22; THENCE N00°18'50"W, ALONG SAID WEST LINE,

A DISTANCE OF 2000.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N89°24'17"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 313 ACRES MORE OR LESS.

LESS

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, RUN THENCE ALONG THE WEST LINE THEREOF, S.00°18'53"E, A DISTANCE OF 20.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WEIBERG ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N.89°18'34"E, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG SAID PARALLEL LINE, S.00°18'53"E, A DISTANCE OF 102.98 FEET; THENCE N.90°00'00"E., A DISTANCE OF 179.27 FEET; THENCE S.36°19'39"E., A DISTANCE OF 524.37 FEET; THENCE S.00°30'16"E., A DISTANCE OF 479.56 FEET; THENCE S.41°56'49"E., A DISTANCE OF 589.78 FEET; THENCE S.26°37'41"W., A DISTANCE OF 593.81 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE THEREOF, S.89°30'28"W, A DISTANCE OF 661.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE ALONG THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, N.00°18'53"W, A DISTANCE OF 1979.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.915 ACRES, MORE OR LESS.

NEW AMENDED DISTRICT BOUNDARY CONTAINING <u>346.1 ACRES MORE OR LESS</u>

Town of Dundee

DEVELOPMENT SERVICES

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

December 9, 2022

VIA EMAIL

Heather E. Wertz, PE LEED AP
President
ABSOLUTE ENGINEERING, INC.
1000 N. Ashley Dr., Suite 925
Tampa, FL 33602

Dear Ms. Wertz,

RE: Weiberg Road Community Development District Petition comments

Dear Ms. Wertz:

The Town of Dundee Development Review Committee has reviewed the Weiberg Road Community Development District Petition to Amend the Boundaries of District, and have the following comments:

Planning Department Comments:

1. It looks like parcels are being added and removed from the CDD. Please explain why this is taking place.

2. Since the parcels that will be removed from the CDD will still be owned by the developer, who will take care of the property?

Public Works Department Comments:

1. No Comments

Public Utilities Department Comments:

1. No Comments

Fire Department Comments:

1. No Comments

Town Engineer Consultant Comments:

We have reviewed the Weiberg Road Community Development District Petition to Amend the Boundaries of the District and have the following comment.
The petition as submitted is rejected as insufficient due to incomplete legal descriptions. All legal descriptions must be metes-and-bounds descriptions and must be accompanied by surveys signed and sealed by a Licensed Survey Mapper in the State of Florida. Once this deficiency is remedied, we will review the petition.

Heather E. Wertz, PE LEED AP
ABSOLUTE ENGINEERING, INC.

Once responses to the above comments have been received, additional comments/clarification of the submitted information may arise. Please let us know if you have any questions regarding the above.

Town Traffic Engineer Consultant Comments

1. No comments.

Town Legal Department Comments:

1.I have reviewed the Petition to Amend the Boundaries of Weiberg Rd CDD (the "Petition"). Based upon my review of the Petition, my comments are, as follows:

Pursuant to Section 190.046(1) of the Florida Statutes, the Petition must the same information required by Section 190.005(2) of the Florida Statutes; and, pursuant to Section 190.046(1)(d) of the Florida Statutes, the applicant shall pay a $1,500.00.

a. **Please confirm** that the Town received the $1,500.00 deposit. (Confirmed)

2. Pursuant to Section 190.046(1)(a) of the Florida Statutes, if the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan. **The petition, as submitted, does not address this statutory requirement.**

3. **Please confirm** with the Town's Surveyor that the metes and bounds legal descriptions (**Exhibits 2-5**) correctly identifies the identified parcels and boundaries.

4. The Petition includes Resolution No. 2022-34 of the CDD **(Exhibit 7)**.

5. Then written consents (**Exhibit 6**) are sufficient.

6. The petition must set forth, based on available data, the proposed timetable for construction of the district services shall be submitted in good faith.

   a. In this instance, the Petition provides that improvements are estimated to be made over an estimated five (5) year period from 2022-2026.

   b. Section 190.005(2)a of the Florida Statutes states that the estimate(s) are to be submitted in good faith and are not binding.

   c. **Whether the estimate/proposed timetable provided by the petition was made in good faith is a staff decision** **(Exhibit 10)**.

7. **Please confirm** with Town Engineer and/or Utility Department that **Exhibit 9** correctly identifies the current trunk water mains and sewer interceptors and outfalls in existence.

Heather E. Wertz, PE LEED AP
ABSOLUTE ENGINEERING, INC.

8. **Please confirm** the Town's **current** Future Land Use Plan/Designation(s) (**Exhibit 8**); and

9. **Please confirm** with Town Engineer that the estimated costs of constructing the proposed services which are set forth by **Exhibits 10 and 11** are good faith estimates.

10. A SERC (**Exhibit 11**) was provided in accordance with Section 120.541 of the Florida Statutes; and

11. Upon receipt of a complete petition, further review will be required to ensure the Ordinance amending the CDD Boundaries, notice and public hearing requirements set forth by the Florida Statutes are satisfied; and the petitioner shall be responsible for complying with said requirements.

12. forth by the Florida Statutes are satisfied; and the petitioner shall be responsible for complying with said requirements.

When you are ready to submit your response to comments, please give our office a call to coordinate an appointment.

Kind Regards,

Brenda Carter
Development Services Clerk
Town of Dundee
124 Dundee Road
Dundee, FL 33838
863-438-8330 ext 237
bcarter@townofdundee.com

KILINSKI
VAN WYK

517 E. College Avenue
Tallahassee, Florida 32303
877-350-0372

Offices:
Naples
Tallahassee
Tampa

October 6, 2023

Via Electronic Mail and Overnight Delivery

Brenda Carter
Development Services Clerk
Town of Dundee
124 Dundee Road
Dundee, Florida 33838
bcarter@townofdundee.com

Re: Responses to Town of Dundee's Review of Petition to Amend the Boundaries of Weiberg Road Community Development District – (the "**Petition**")

Dear Ms. Carter:

In regard to your letter dated December 9, 2022, please find the following responses:

Planning Department Comments:

1. It looks like parcels are being added and removed from the CDD. Please explain why this is taking place.

Response*: The parcels being removed are outside the currently platted development areas and will be used for wetland and conservation purposes. The land being added will be part of the next phase of the residential development.*

2. Since the parcels that will be removed from the CDD will still be owned by the developer, who will take care of the property?

Response*: The Developer will maintain the parcel removed from the District. The parcels are part of a wetland/conservation area that will be combined with other adjacent wetland/conservation areas and be preserved in perpetuity.*

Town Engineer Consultant Comments:

1. The Petition as submitted is rejected as insufficient due to incomplete legal descriptions. All legal descriptions must be metes-and-bounds descriptions and must be accompanied by surveys signed and sealed by a licensed survey mapper in the State of Florida. Once this deficiency is remedied, we will review the Petition.

Response: *Per your request, please find enclosed surveyed, signed and sealed by William P. Hinkle, a Florida licensed surveyor and mapper, and Charles M. Arnett, a Florida licensed surveyor and mapper, revised metes and bounds legal descriptions of the current District's boundaries, the Boundary Amendment Parcels, as defined in the Petition, and the District's boundaries after amendment. These are identified as Exhibits 2 through 5, respectively in the Petition.*

Town Legal Department Comments:

1. Pursuant to Section 190.046(1)(a) of the Florida Statutes, if the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan. **The Petition, as submitted, does not address this statutory requirement**.

Response: *Paragraphs 4 and 6 of the Petition have been revised accordingly*.

2. Please confirm with the Town's Surveyor that the metes and bounds legal descriptions (Exhibits 2-5), correctly identifies the identified parcels and boundaries.

Response: *See response under Paragraph 1, Town Engineer Consultant Comments*.

3. Please confirm with Town Engineer and/or Utility Department that Exhibit 9 of the Petition correctly identifies the current trunk water mains and sewer interceptors and outfalls in existence.

Response: *The information in revised exhibit 9 has been confirmed by the city staff as accurate.*

4. Please confirm with Town's current Future Land Use Plan/Designation(s) (Exhibit 8 to the Petition).

Response: *The information in Revised Composite Exhibit 8 has been confirmed by the city staff as accurate.*

5. Please confirm with Town Engineer that the estimated costs of constructing the proposed services which are set forth by Exhibits 10 and 11 in the Petition are good faith estimates.

Response: *The construction cost estimates provided reflect actual current construction costs in the area for the infrastructure to be provided under the CIP together with an additional 10% contingency to address possible*

future cost increases. The construction costs presented represent a good faith estimate of future construction costs.

Should you have any additional questions, please feel free to contact me at your convenience.

Sincerely,

/s/ Roy Van Wyk

Roy Van Wyk, Esq.
District Counsel

Enclosures/Attachments

cc: Seth Claytor (seth@bosdun.com)
John Murphy (fjm@bosdun.com)
Tandra Davis (tdavis@Townofdundee.com)
Rey Malave (rmalave@Dewberry.com)
Lorraine Peterson (LPeterson@TownofDundee.com)
Alan Rayl (alan@raylengineering.com)

BEFORE THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA

SUPPLEMENTED PETITION TO AMEND THE BOUNDARIES OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Weiberg Road Community Development District (hereafter the "**District**"), a local unit of special-purpose government established pursuant to the provisions of Chapter 190, *Florida Statutes*, and Ordinance No. 22-27, adopted by the Town Commission of the Town of Dundee (the "**Ordinance**"), and located within the Town of Dundee, Florida, hereby petitions the Town Commission of the Town of Dundee, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, and specifically Section 190.046(1)(b), *Florida Statutes*, to adopt an amendment to the Ordinance to remove approximately 26.9 acres, more or less from the District, and to add approximately 70 acres, more or less, to the District. In support of this Petition, Petitioner states as follows:

1. History and Basis for Petition. On September 13, 2022, upon petition by GLK Real Estate, LLC, the Town Commission of the Town of Dundee, Florida (the "**Town**"), adopted Ordinance No. 22-27, establishing the District effective on the same date. The District currently comprises approximately 303[1] acres of land as identified in the Ordinance (the "**Existing District**").

2. Location and Size. The District currently consists of land located entirely within the Town. The Boundary Amendment Parcels (hereinafter defined) are also located entirely within the Town. **Exhibit 1** depicts the general location of the Existing District together with the location of the Boundary Amendment Parcels. The metes and bounds legal description and sketch of the

[1] The total acreage of the District was previously estimated to be 298.28 acres, more or less, per Polk County Property Appraiser. As a result of a survey and preparation of the metes and bounds legal description of the surveyed lands, the total acreage of the District before amendment is 303 acres, more or less.

current District is provided in **Composite Exhibit 2**. The metes and bounds legal description and sketch of the lands proposed to be contracted from the District is set forth at **Composite Exhibit 3** ("**Contraction Parcel**"), and the metes and bounds legal description and sketch of the land proposed to be added to the District is set forth at **Composite Exhibit 4** (the "**Expansion Parcel**" and together with the Contraction Parcel, the "**Boundary Amendment Parcels**"). After amendment to the District, the District will encompass a total of approximately 346 acres of land, more or less. The metes and bounds legal description and sketch of the proposed District boundary after the amendment is set forth in **Composite Exhibit 5** (the "**Amended District**").

3. Landowner Consent. The District has written consent(s) to amend the boundary of the District from the owners of the Boundary Amendment Parcels. Documentation of the consents are contained in **Composite Exhibit 6**. The favorable action of the Board of Supervisors of the District also constitutes consent for all of the landowners currently within the District pursuant to Section 190.046(1)(g), *Florida Statutes*, and is evidenced by the District's adoption of Resolution No. 2022-34, and submission of this Petition. Resolution No. 2022-34 is attached hereto as **Exhibit 7**.

4. Existing and Future Land Uses, Zoning Designation. The designation of future general distribution, location and extent of the public and private land uses and zoning designation for the Expansion Parcel and the Contraction Parcel by the existing and future land use plan elements of the Town's Comprehensive Plan, as applicable, are shown on **Composite Exhibit 8**. Amendment of the District in the manner proposed is not inconsistent with the adopted Town's Comprehensive Plan. Furthermore, all development within the Expansion Parcels and the Amended District will continue to be subject to the same development regulation, permitting

requirements and zoning as required by the State of Florida, Polk County and the Town following amendment of the District's boundaries.

5. Major Water and Wastewater Facilities. There are currently no existing sanitary sewer and water distribution systems for the Boundary Amendment Parcels. **Exhibit 9** shows the major trunk water mains, sewer interceptors and outfalls adjacent to the Existing District, as well as the proposed drainage patterns within the Expansion Parcels.

6. District Facilities and Services; Debt Assessments. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in five (5) phases over an estimated five (5) year period from 2022 through 2026. **Composite Exhibit 10** describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 10**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates, and market conditions. No facilities or services are currently being provided by the District to the Contraction Parcel.

7. Statement of Estimated Regulatory Costs. **Exhibit 11** is the Statement of Estimated Regulatory Costs ("**SERC**") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Authorized Agent. The counsel for the Petitioner is Roy Van Wyk, Esq. of Kilinski | Van Wyk, PLLC. A copy of the Authorization of Agent is attached hereto as **Exhibit 12**. Copies of all correspondence and official notices should be sent to:

Roy Van Wyk, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

9. Filing Fee. Upon the filing of this Petition, the District submitted a copy of this Petition with Exhibits 1 through 12, and paid a filing fee of $1,500.00 to the Town, as required by Section 190.046(d)(2), Florida Statutes.

10. This petition to amend the boundary of the Weiberg Road Community Development District should be granted for the following reasons:

a. Amendment of the District boundaries and all land uses and services planned within the District as amended are not inconsistent with applicable elements or portions of the adopted State Comprehensive Plan, or the Town's Comprehensive Plan, as applicable.

b. The area of land within the Amended District is part of a planned community. The District boundary, as amended, will continue to be of a sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in Polk County and the Town of Dundee from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The District is the best alternative available for delivering community development services and facilities to the Expansion Parcels within the Amended District without imposing an additional burden on the general population of the local general-purpose government. The proposed amendment of the District will allow for a more efficient use of resources.

d. The District, as amended, is the best alternative available for delivering community development services and facilities to the Amended District.

e. The community development services and facilities of the District, as amended, will not be incompatible with the capacity and use of existing local and regional community development services and facilities.

f. The Amended District, including the Expansion Parcels, will continue to be amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Town Commission of the Town of Dundee, Florida to:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(b), Florida Statutes; and

b. Grant this Petition and amend the Ordinance to amend the boundaries of the District pursuant to Chapter 190, *Florida Statutes*.

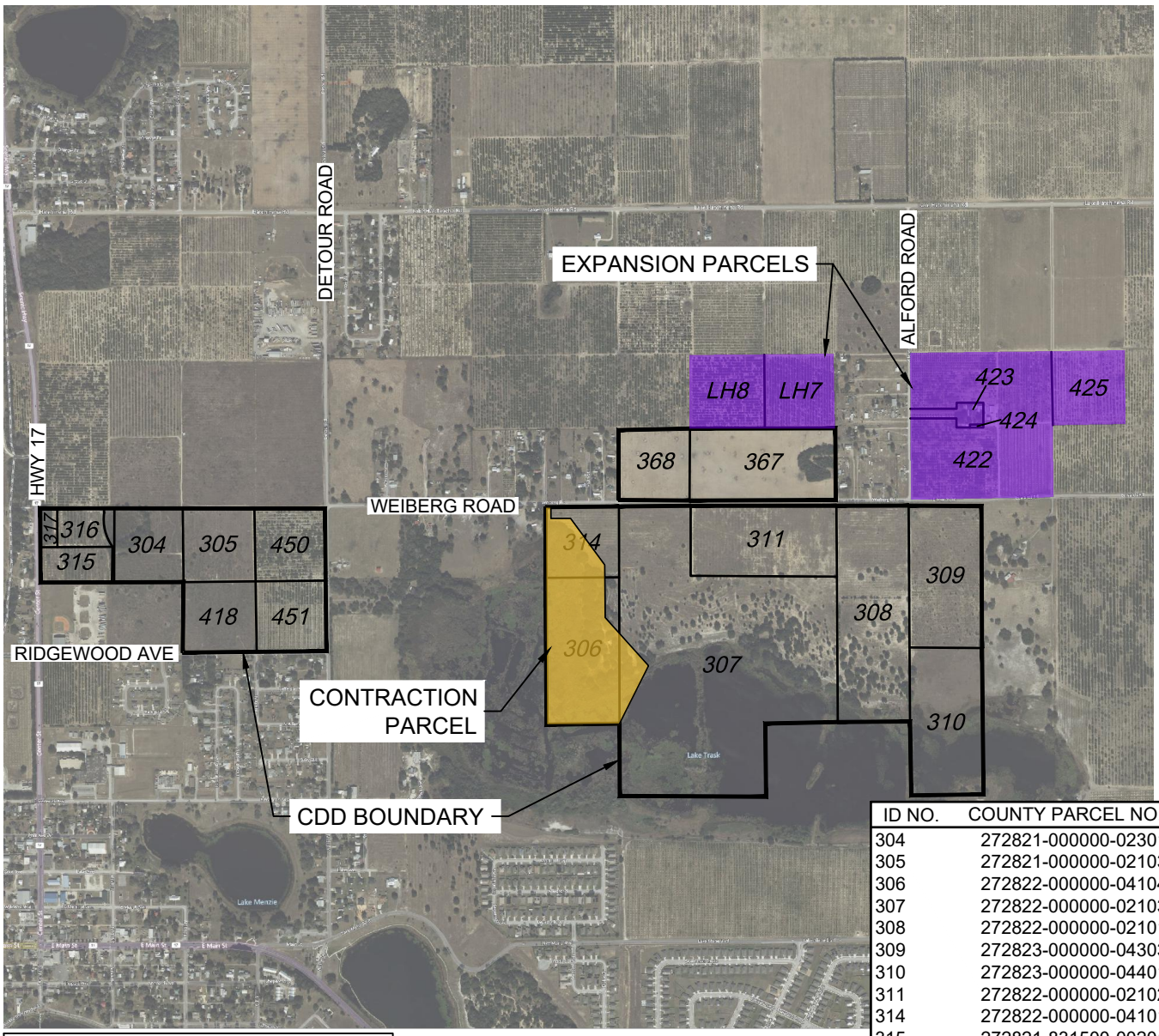
RESPECTFULLY SUBMITTED, this 29th day of November 2023.

KILINSKI | VAN WYK, PLLC

/s/ *ROY VAN WYK*
Roy Van Wyk, Esq.
Florida Bar No. 631299
roy@cddlawyers.com
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(850) 566-7618 (telephone)

District Counsel
Weiberg Road Community
Development District

EXHIBIT 1



LEGEND

EXPANSION PARCELS

CONTRACTION PARCELS

ID NO.	COUNTY PARCEL NO.
304	272821-000000-023010
305	272821-000000-021030
306	272822-000000-041040
307	272822-000000-021030
308	272822-000000-021010
309	272823-000000-043030
310	272823-000000-044010
311	272822-000000-021020
314	272822-000000-041010
315	272821-831500-002010
316	272821-831500-001010
317	272821-831500-001110
367	272822-000000-012040
368	272822-000000-014020
418	272821-000000-021040
422	272823-000000-034010
423	272823-000000-034020
424	272823-000000-034030
425	272823-000000-032020
450	272821-000000-021010
451	272821-000000-021020
LH7	272822-000000-012030
LH8	272822-000000-014010

EXPANSION PARCELS

SECTS 21, 22, 23, T27S, R28E

EXHIBITS 1 - LOCATION MAP
WEIBERG ROAD CDD

Dewberry

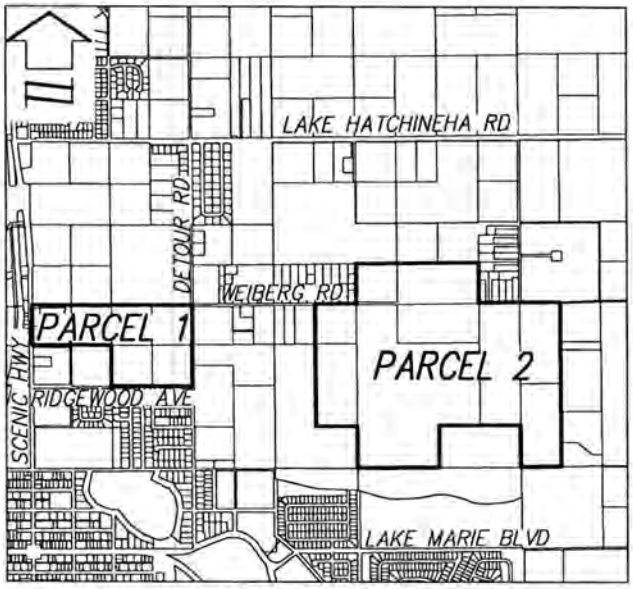
N

0' 750' 1500'

11/8/20

COMPOSITE EXHIBIT 2

EXHIBIT 2



VICINITY MAP:
NOT TO SCALE

LEGEND:

—N—	LINE BREAK	PC(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

SURVEY NOTES:

1. PARCEL 1

   BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N89°42'09"E.

   PARCEL 2

   BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°22'02"W.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.

3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

4. THIS IS NOT A BOUNDARY SURVEY.

5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.

6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)

7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle
Digitally signed by William P Hinkle
Date: 2023.10.03 13:44:28 -04'00'

WILLIAM P. HINKLE — DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 5

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY — FLORIDA

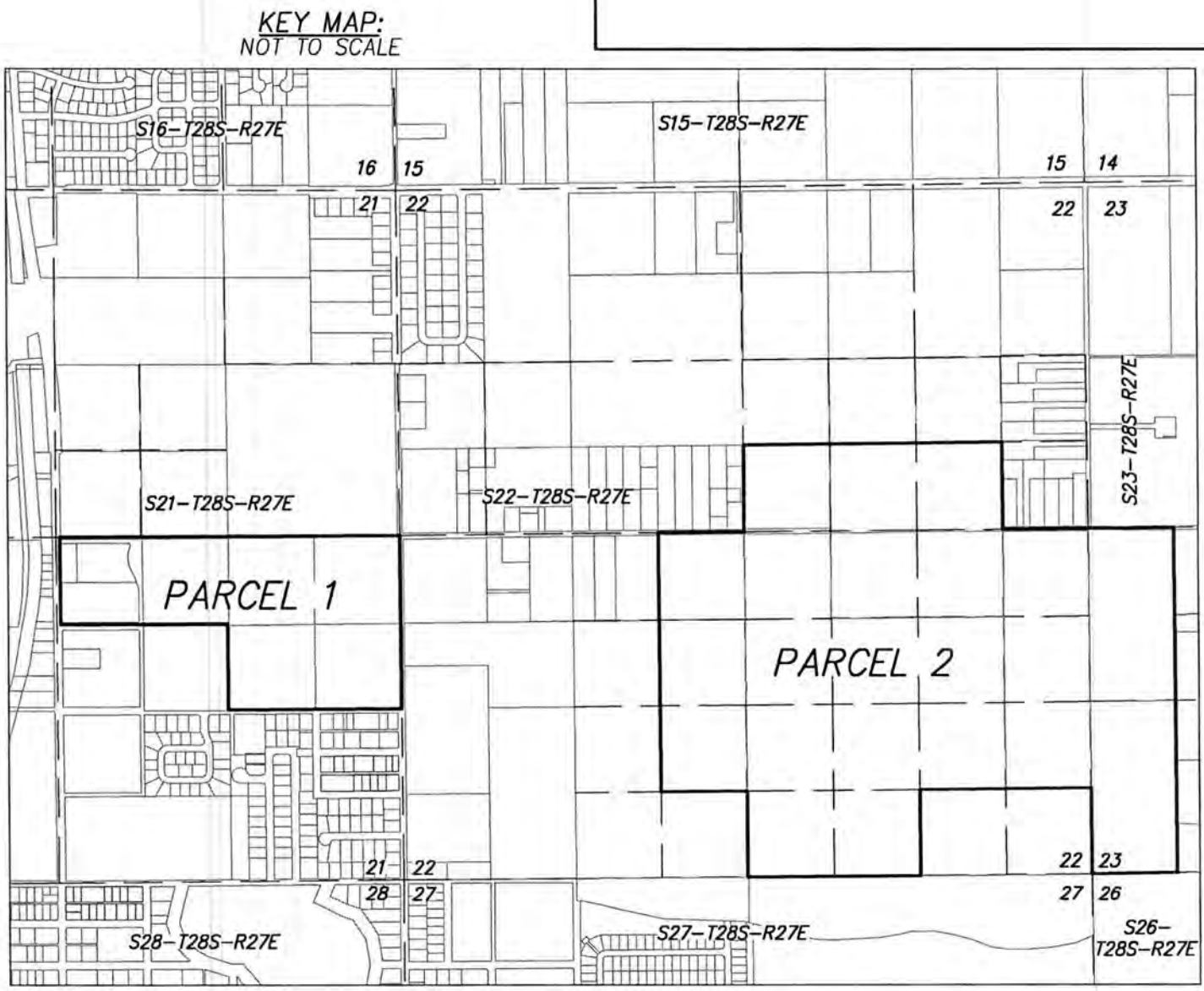
Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/11/2023 — PROJ: 50167556
REV DATE: — DRAWN BY: WS
SCALE 1" = N/A — CHECKED BY:

Drawing name: S:\Hamilton Bluff CDD\DWG-Civil 3D\(50156285)-sursketch_Weiberg Road_CDD_1.dwg DEW desc. & sketch Sheet 1 Oct 03, 2023 9:39am by: wsomalot



SHEET 2 OF 5

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

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SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: WS
CHECKED BY:

Drawing name: S:\Hamilton Bluff CDD\DWG-Civil 3D\(50156285)-sursketch_Weiberg Road_CDD_1.dwg DEW desc. & sketch Sheet 2 Oct 03, 2023 9:39am by: wsamalot

LEGAL DESCRIPTION:

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°42'09"E, A DISTANCE OF 2614.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S00°20'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1330.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°35'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1322.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N00°18'00"W, ALONG SAID WEST LINE, A DISTANCE OF 666.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°38'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1292.33 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY NORTH PER FLORIDA DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°20'43"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 667.86 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 60 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

PARCEL 2

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 22; THENCE N00°22'02"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°21'03"E, A DISTANCE OF 1983.52 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S00°27'54"E, ALONG SAID EAST LINE, A DISTANCE OF 669.60 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N89°27'59"E, ALONG SAID NORTH LINE, A DISTANCE OF 661.55 FEET TO A POINT ON THE WEST 1/4 CORNER OF SAID SECTION 23; THENCE N89°12'18"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, A DISTANCE OF 655.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°19'50"E, A DISTANCE OF 2669.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°03'24"W, ALONG SAID SOUTH LINE OF SAID SECTION 23, A DISTANCE OF 656.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE N00°18'07"W, ALONG SAID EAST LINE, A DISTANCE OF 668.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°27'51"W, ALONG SAID NORTH LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°18'09"E, ALONG SAID EAST LINE, A DISTANCE OF 667.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°30'11"W, ALONG SAID SOUTH LINE , A DISTANCE OF 1323.06 FEET TO A POINT OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N00°18'12"W, ALONG SAID WEST LINE, A DISTANCE OF 667.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°31'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 661.93 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 22; THENCE N00°18'50"W, ALONG SAID WEST LINE, A DISTANCE OF 2000.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N89°24'17"E, ALONG SAID SOUTH LINE, A DISTANCE OF 662.31 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 10582840 SQUARE FEET OR 243 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 3 OF 5

(SEE SHEET 4-5 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

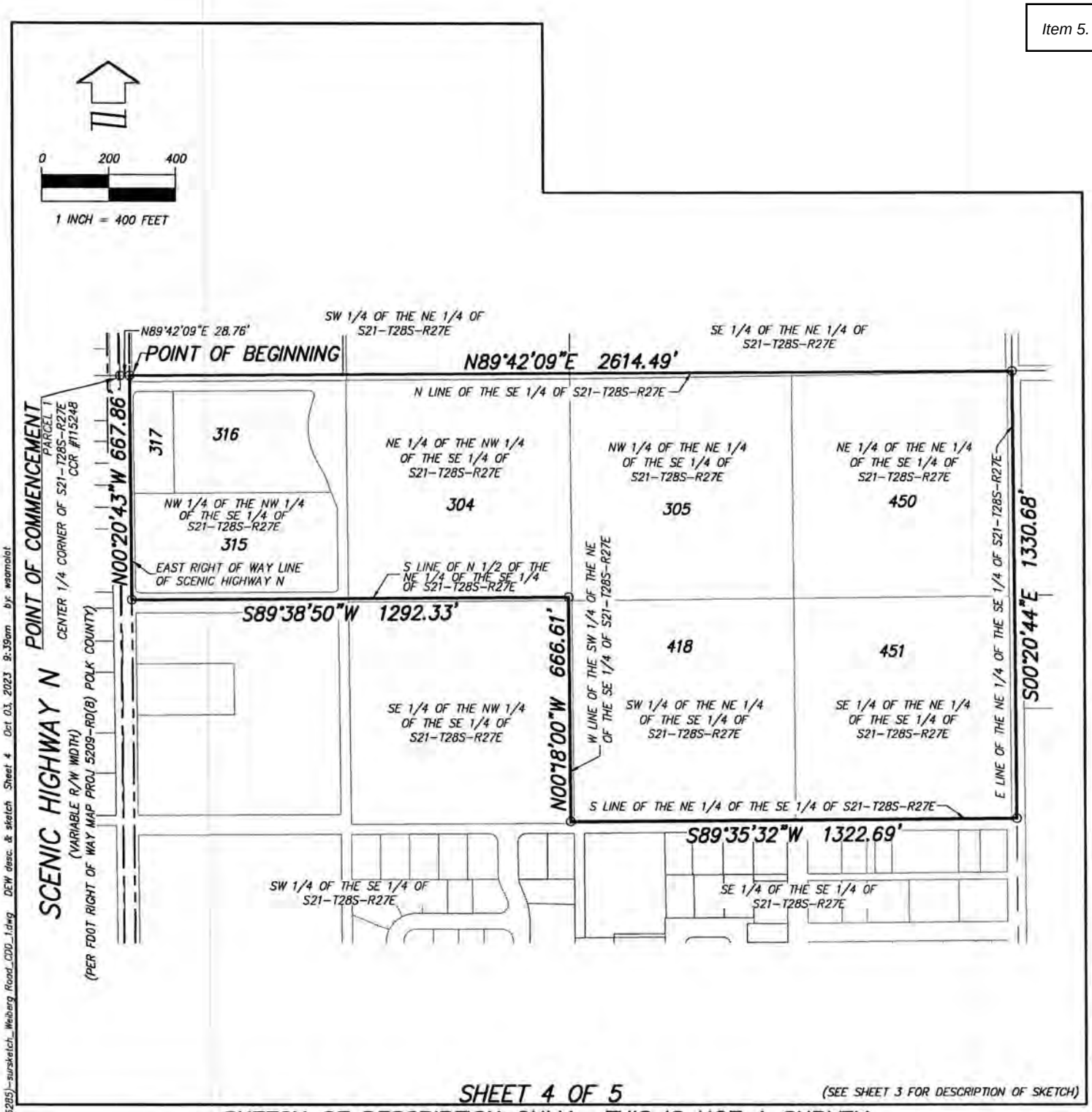
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023 PROJ: 50167556
REV DATE: DRAWN BY: WS
SCALE 1" = N/A CHECKED BY: W

Drawing name: S:\Hamilton Bluff CDD\DWG-Civil 3D\(50156285)-sursketch_Weiberg Road_CDD_1.dwg DEW desc. & sketch Sheet 3 Oct 03, 2023 9:39am by: wsamolot



SHEET 4 OF 5

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

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SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
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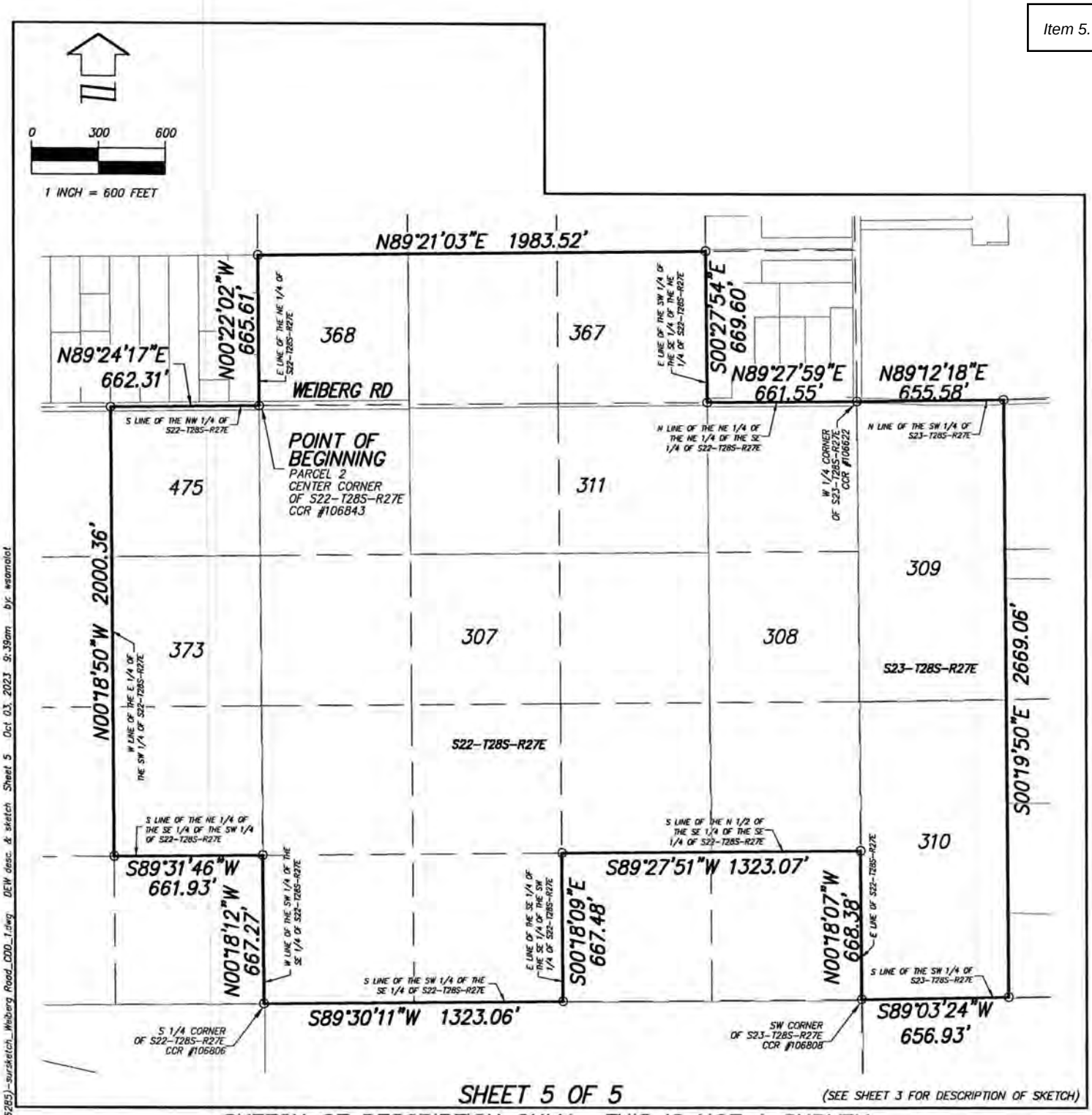
PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 1000'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: S:\Hamilton Bluff CDD\DWG-Civil 3D\(50156285)-sursketch_Weiberg Road_CDD_1.dwg DEW desc. & sketch Sheet 4 Oct 03, 2023 9:39am by: wsamalot



SHEET 5 OF 5

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

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SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

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WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 100'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: S:\Hamilton Bluff CDD\DWG-Civil 3D\(50156285)-sursketch_Weiberg Road_CDD_1.dwg DEW desc. & sketch Sheet 5 Oct 03, 2023 9:39am by: wsamalot

COMPOSITE EXHIBIT 3

Description Sketch
(Not A Survey)

EXHIBIT 3

DESCRIPTION: A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E, a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E, a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E, a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'16"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W, a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'53"W, a distance of 1979.58 feet to the **POINT OF BEGINNING.**

Containing 26.915 acres, more or less.

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF N.00°18'53"W.

2) I DO HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

3) SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE TABLE.

PROJECT: Powerline Road Olson Jordan
PHASE: Lake Trask West Parcel
DRAWN: JCM | DATE: 08/15/22 | CHECKED BY: MHC

REVISIONS

DATE	DESCRIPTION	DRAWN BY
09/01/22	Updated DS to revised limits of area	CMA
09/21/22	Updated Sketch to revised limits of area	CMA

Prepared For: Absolute Engineering

Date: 2022.09.21 17:47:25 -04'00'

Charles M. Arnett
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884

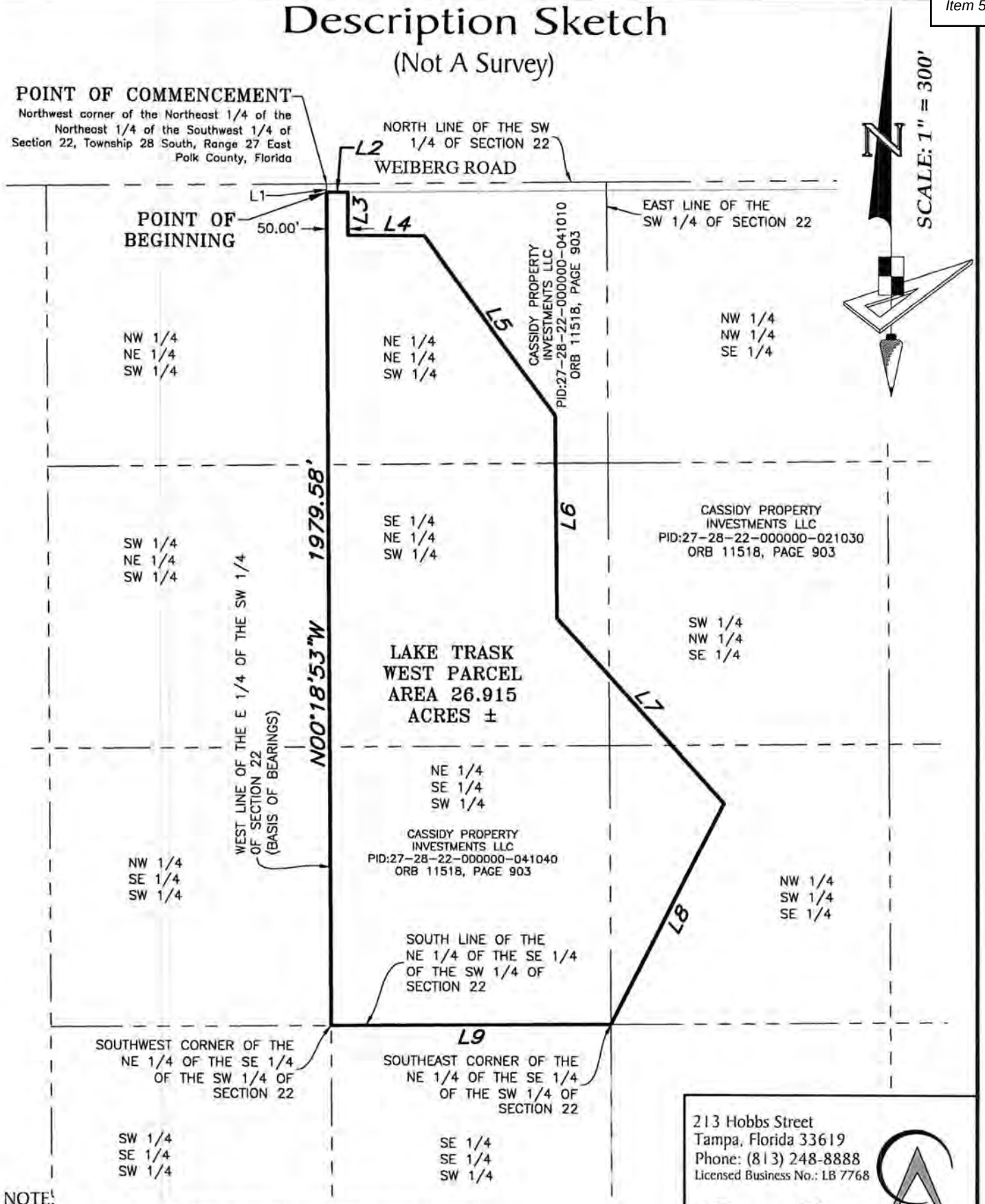
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

FILE PATH: P:\POWERLINE_RD_OLSON JORDAN GROUP 4 (THE LANDINGS AT LAKE TRASK)\DESCRIPTIONS\POWERLINEROAD-LAKETRASK-WESTPARCEL-DS.DWG LAST SAVED BY: CARNETT

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 3 FOR LINE TABLE

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

Description Sketch
(Not A Survey)

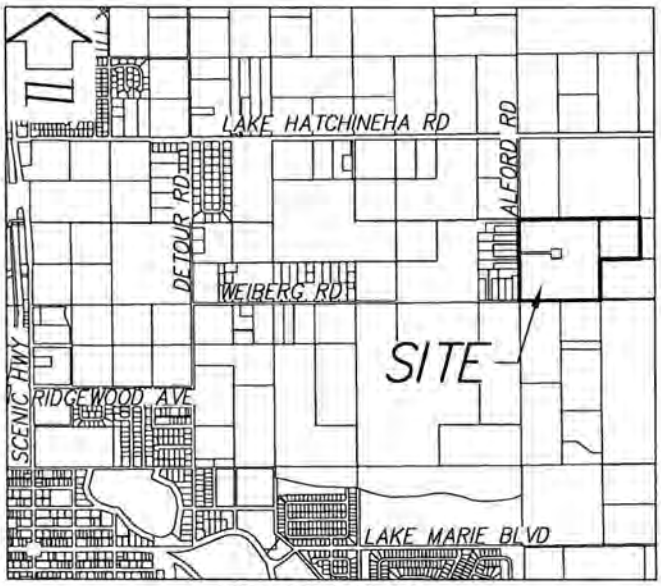
LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°18'53" E	20.00'
L2	N 89°18'34" E	50.00'
L3	S 00°18'53" E	102.98'
L4	N 90°00'00" E	179.27'
L5	S 36°19'39" E	524.37'
L6	S 00°30'16" E	479.56'
L7	S 41°56'49" E	589.78'
L8	S 26°37'41" W	593.81'
L9	S 89°30'28" W	661.93'

NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768
GeoPoint Surveying, Inc.

COMPOSITE EXHIBIT 4

EXHIBIT 4



VICINITY MAP:
NOT TO SCALE

LEGEND:

—N—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
○	CHANGE IN DIRECTION		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°17'59"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF
FLORIDA
Professional Surveyor & Mapper

William P Hinkle
Digitally signed by William P Hinkle
Date: 2023.10.03 13:45:20 -04'00'

WILLIAM P. HINKLE — DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
WEIBERG ROAD DD
ALFORD RIDGE

SECTION 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY — FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/21/2023 — PROJ: 50167556
REV DATE: — DRAWN BY: AS
SCALE 1" = N/A — CHECKED BY: W

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD_Alford Ridge.dwg DEW desc. & sketch Sheet 1 Oct 03, 2023 9:25am by: wsamalot

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE RUN N00°17'59"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, A DISTANCE OF 1334.85 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID NORTH LINE, N89°16'35"E, A DISTANCE OF 1964.64 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE ALONG SAID EAST LINE, RUN S00°23'20"E, A DISTANCE OF 666.19 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE ALONG SAID SOUTH LINE, RUN S89°14'26"W, A DISTANCE OF 655.23 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE ALONG SAID EAST LINE, RUN S00°21'33"E, A DISTANCE OF 666.60 FEET TO THE SOUTH LINE OF THE THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE ALONG SAID SOUTH LINE, RUN S89°12'18"W, A DISTANCE OF 1311.16 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 50 ACRES, MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD
ALFORD RIDGE

SECTION 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

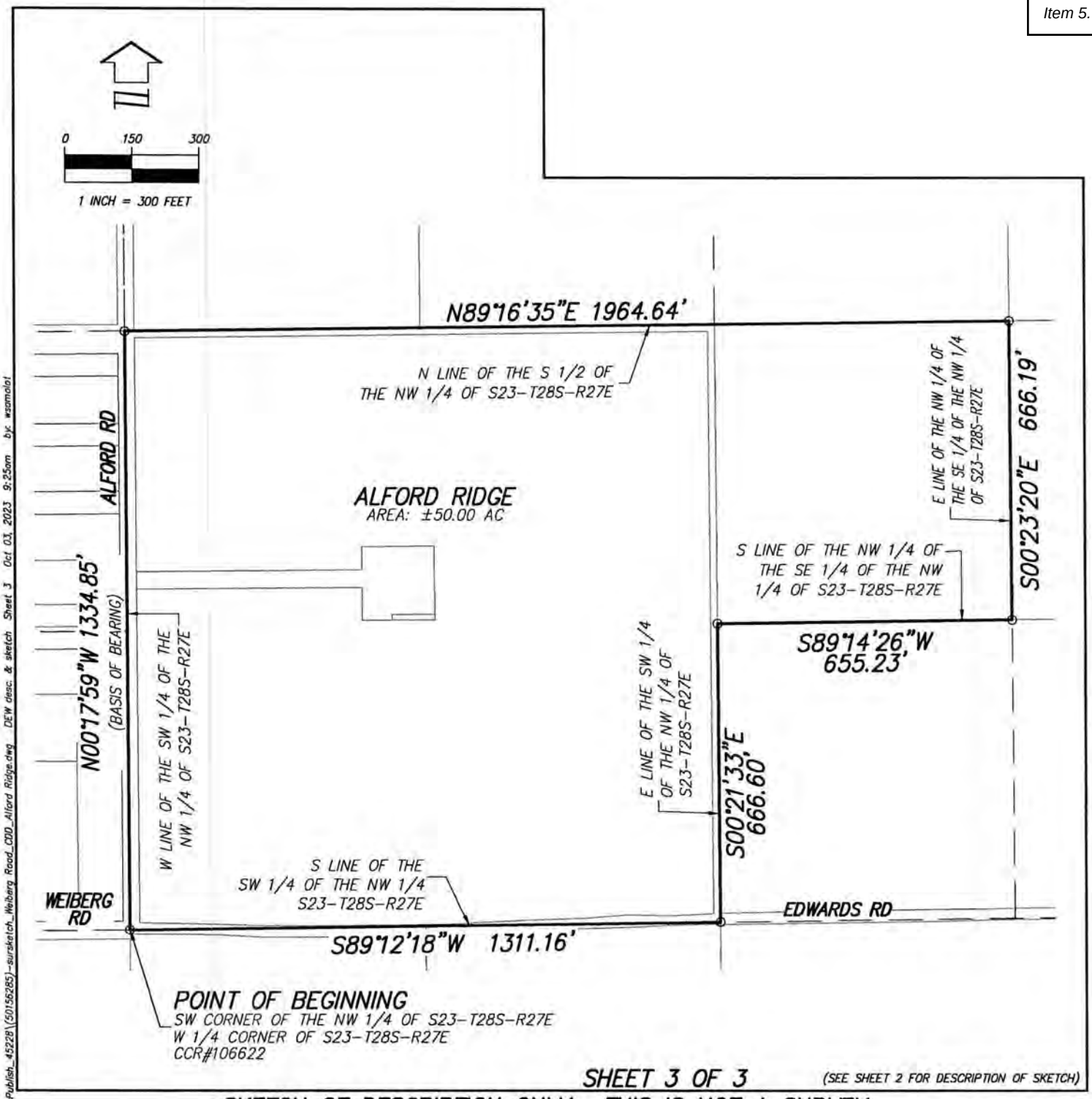
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/21/2023 PROJ: 50167556
REV DATE: DRAWN BY: AS
SCALE 1" = N/A CHECKED BY: W

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD_Alford Ridge.dwg DEW desc. & sketch Sheet 2 Oct 03, 2023 9:25am by: wsamalot



SHEET 3 OF 3 (SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD
ALFORD RIDGE

SECTION 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

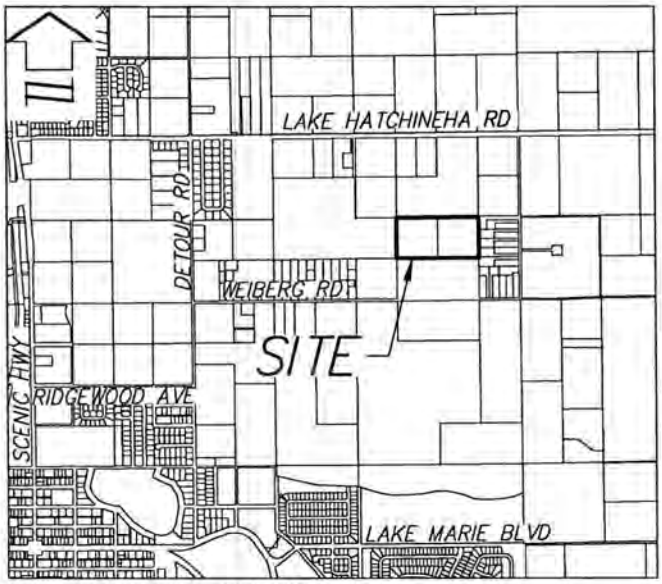
PREPARED FOR:

CH DEV LLC

DATE: 09/21/2023
REV DATE:
SCALE 1" = 300'

PROJ: 50167556
DRAWN BY: AS
CHECKED BY: W

Drawing name: C:\Users\wsamolot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD_Alford Ridge.dwg DEW desc. & sketch Sheet 3 Oct 03, 2023 9:25am by: wsamolot



VICINITY MAP:
NOT TO SCALE

LEGEND:

—⋔—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION
O	CHANGE IN DIRECTION		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°22'02"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE, CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number 4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle
Digitally signed by William P Hinkle
Date: 2023.10.03 13:46:41 -04'00'

WILLIAM P. HINKLE — DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
WEIBERG ROAD DD
THE LANDING PHASE 2

SECTION 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY — FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/22/2023 — PROJ: 50167556
REV DATE: — DRAWN BY: AS
SCALE 1" = N/A — CHECKED BY: W

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD_Landing Phase 2_092823.dwg DEW desc. & sketch Sheet 1 Oct 03, 2023 9:24am by: wsamalot

LEGAL DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE RUN N00°22'02"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE ALONG SAID NORTH LINE, RUN N89°25'37"E, A DISTANCE OF 661.75 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 AND ALSO THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, RUN N00°21'01"W, A DISTANCE OF 666.06 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID NORTH LINE, N89°23'16"E, A DISTANCE OF 1323.90 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 22; THENCE ALONG SAID EAST LINE, RUN S00°18'59"E, A DISTANCE OF 666.97 FEET TO THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22; THENCE ALONG SAID SOUTH LINE, RUN S89°25'37"W, A DISTANCE OF 1323.49 TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 20 ACRES, MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD
THE LANDING PHASE 2

SECTION 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

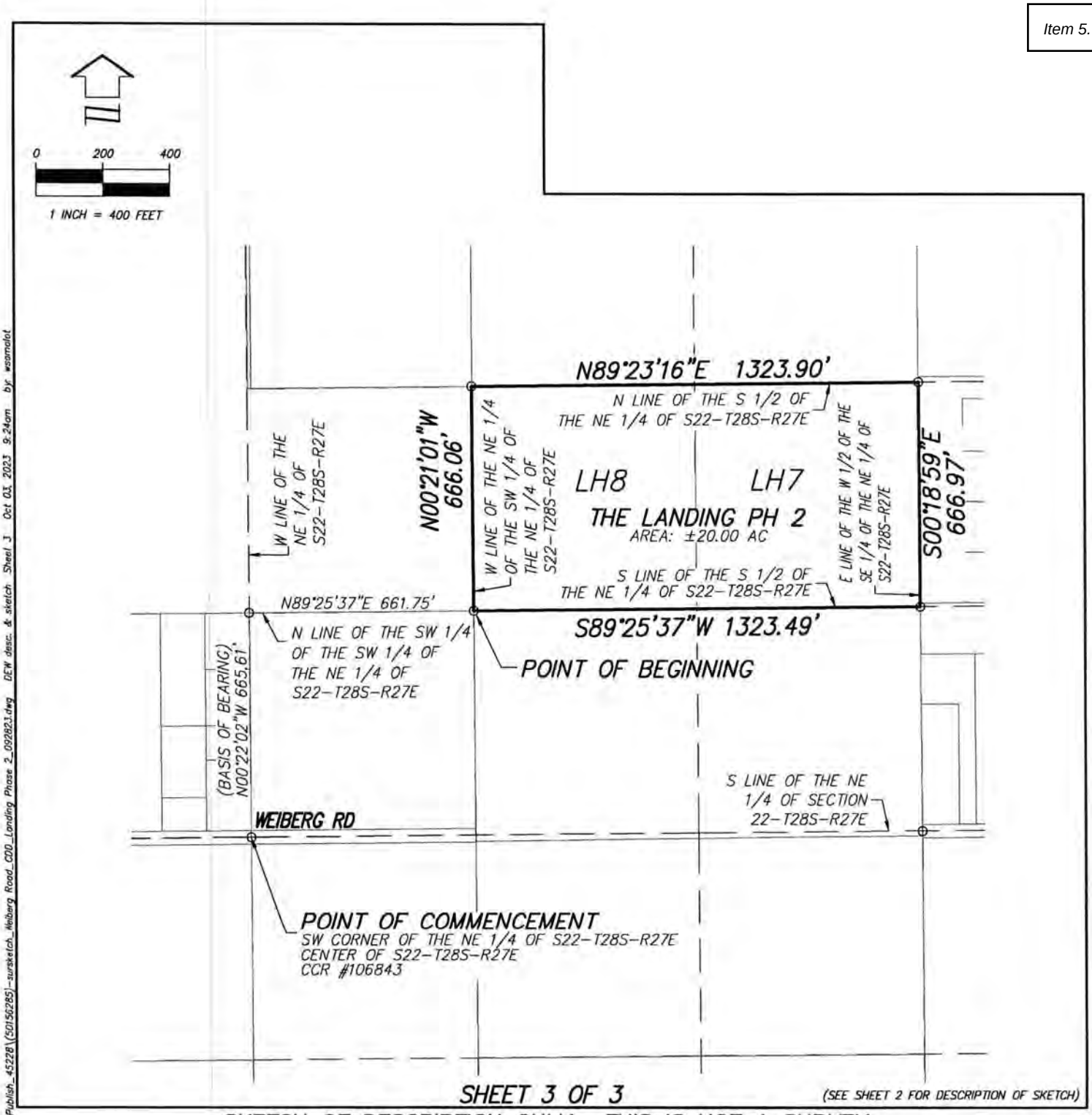
PREPARED FOR:

CH DEV LLC

DATE: 09/22/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: AS
CHECKED BY: W

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\{50155285}-sketch_Weiberg Road_CDD_Landing Phase 2_092823.dwg DEW desc. & sketch Sheet 2 Oct 03, 2023 9:24am by: wsamalot



SHEET 3 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD
THE LANDING PHASE 2

SECTION 22,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
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PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

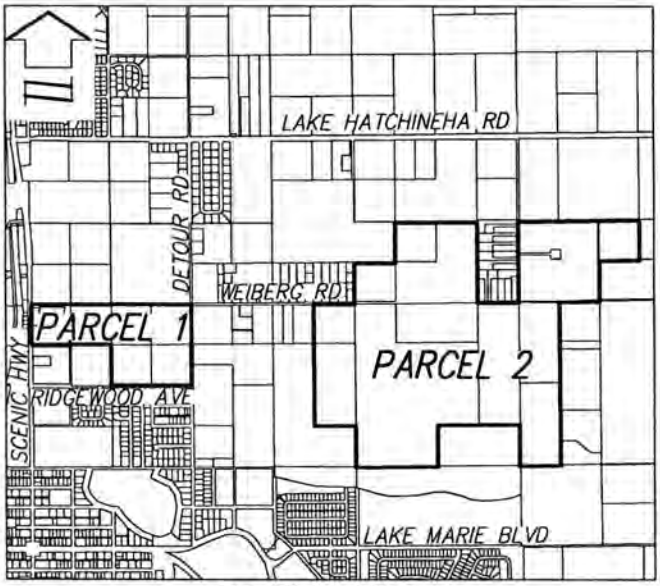
DATE: 09/22/2023
REV DATE:
SCALE 1" = 400'

PROJ: 50167556
DRAWN BY: AS
CHECKED BY: W

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD_Landing Phase 2_092823.dwg DEW desc. & sketch Sheet 3 Oct 03, 2023 9:24am by: wsamalot

COMPOSITE EXHIBIT 5

EXHIBIT 5



VICINITY MAP:
NOT TO SCALE

LEGEND:

	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

SURVEY NOTES:

1. PARCEL 1

   BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N89°42'09"E.

   PARCEL 2

   BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS BEING N00°22'02"W.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.

3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

4. THIS IS NOT A BOUNDARY SURVEY.

5. INFORMATION SHOWN HEREON ARE CALCULATED BASED ON RECORDED DEEDS RETRIEVED FROM THE POLK COUNTY PROPERTY APPRAISER WEBSITE. CERTIFIED CORNER RECORDS RETRIEVED FROM THE LABINS WEBSITE AND POLK COUNTY GIS. NO FIELD WORK WAS INVOLVED IN THE PREPARATION OF THIS SKETCH AND LEGAL.

6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)

7. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 10/03/2023 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle
Digitally signed by William P Hinkle
Date: 2023.10.03 13:43:35 -04'00'

WILLIAM P. HINKLE — DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY — FLORIDA

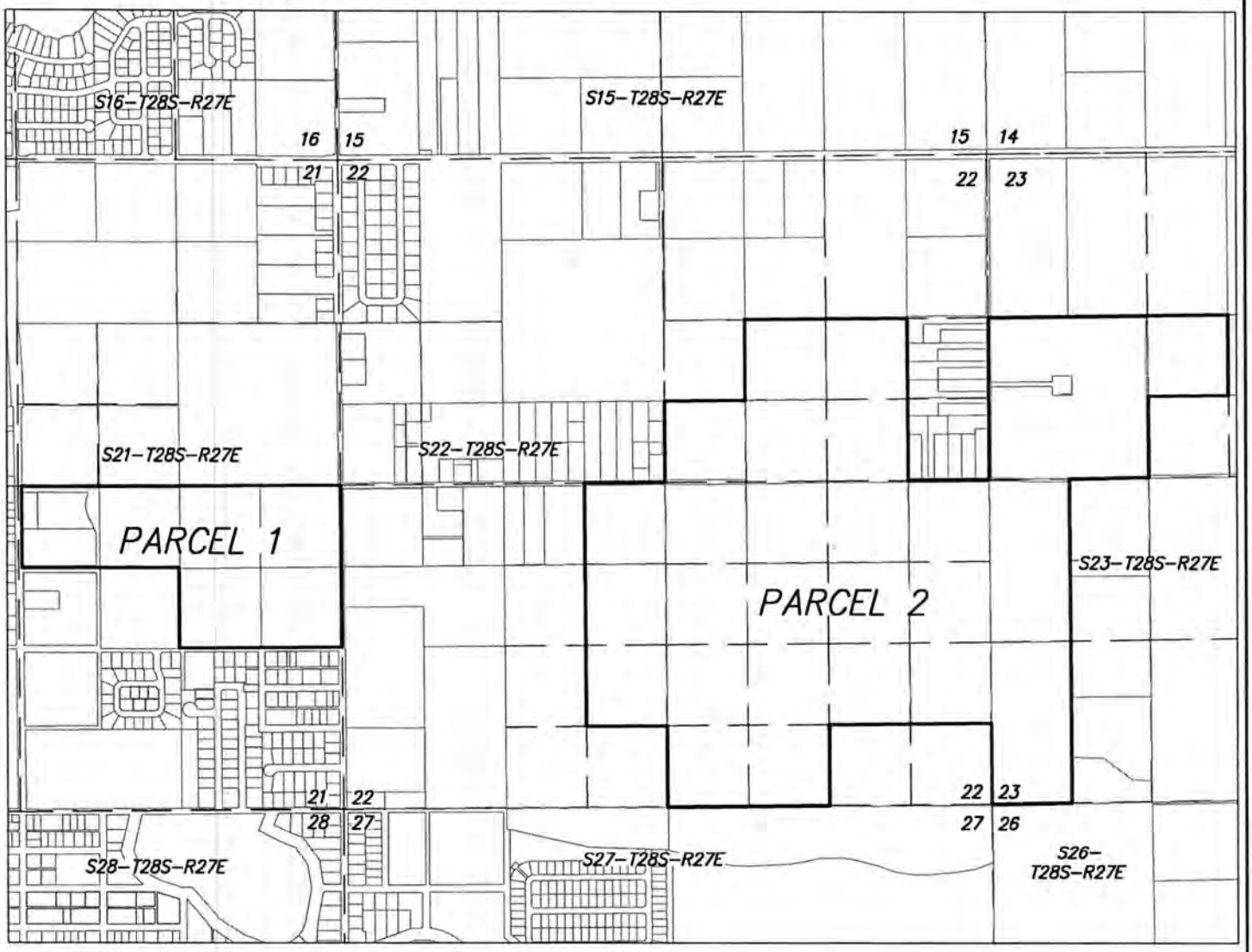
Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 09/11/2023 — PROJ: 50167556
REV DATE: — DRAWN BY: WS
SCALE 1" = N/A — CHECKED BY: W

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD.dwg DEW desc. & sketch Sheet 1 Oct 03, 2023 9:28am by: wsamalot



SHEET 2 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/11/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: C:\Users\wsamolot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD.dwg DEW desc. & sketch Sheet 2 Oct 03, 2023 9:28am by: wsamolot

LEGAL DESCRIPTION:

PARCEL 1

A PORTION OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER 1/4 CORNER OF SAID SECTION 21; THENCE N89°42'09"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 28.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°42'09"E, A DISTANCE OF 2614.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S00°20'44"E, ALONG SAID EAST LINE, A DISTANCE OF 1330.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°35'32"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1322.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE N00°18'00"W, ALONG SAID WEST LINE, A DISTANCE OF 666.61 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°38'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1292.33 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY NORTH PER FLORIDA' DEPARTMENT OF TRANSPORTATION PER RIGHT OF WAY MAP PROJECT 5209-RD(8) OF POLK COUNTY; THENCE N00°20'43"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 667.86 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 60 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

PARCEL 2

A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 22; THENCE N00°22'02"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N89°25'37"E, ALONG THE NORTH LINE, A DISTANCE OF 661.75 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N00°21'01"W, ALONG THE WEST LINE, A DISTANCE OF 666.06 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°23'16"E, A DISTANCE OF 1323.90 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE S00°18'59"E, ALONG THE EAST LINE, A DISTANCE OF 1333.94 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N89°27'59"E, ALONG THE NORTH LINE, A DISTANCE OF 661.55 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE N00°17'59"W, ALONG THE WEST LINE, A DISTANCE OF 1334.85 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°16'35"E, A DISTANCE OF 1964.64 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S00°23'20"E, ALONG THE EAST LINE, A DISTANCE OF 666.19 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE S89°14'26"W, ALONG THE SOUTH LINE, A DISTANCE OF 655.23 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S00°21'33"E, ALONG THE EAST LINE, A DISTANCE OF 666.60 FEET NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°12'18"W, ALONG THE NORTH LINE, A DISTANCE OF 655.58 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°19'50"E, A DISTANCE OF 2669.06 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE S89°03'24"W, ALONG THE SOUTH LINE, A DISTANCE OF 656.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 22; THENCE N00°18'07"W, ALONG THE EAST LINE, A DISTANCE OF 668.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°27'51"W, ALONG THE SOUTH LINE, A DISTANCE OF 1323.07 FEET TO A POINT ON THE EAST LINE OF THE 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S00°18'09"E, ALONG THE EAST LINE, A DISTANCE OF 667.48 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S89°30'11"W, ALONG THE SOUTH LINE, A DISTANCE OF 1323.06 FEET TO A POINT OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE N00°18'12"W, ALONG THE WEST LINE, A DISTANCE OF 667.27 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE S89°31'46"W, ALONG THE SOUTH LINE, A DISTANCE OF 661.93 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SAID SECTION 22; THENCE N00°18'50"W, ALONG THE WEST LINE, A DISTANCE OF 2000.36 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE N89°24'17"E, ALONG THE SOUTH LINE, A DISTANCE OF 662.31 FEET TO THE POINT OF BEGINNING.

LESS ALL RECORDED INTERIOR ROAD RIGHT OF WAYS

CONTAINING 313 ACRES MORE OR LESS, PRIOR TO RIGHT OF WAY LESS OUTS.

SHEET 3 OF 6

(SEE SHEET 4-6 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

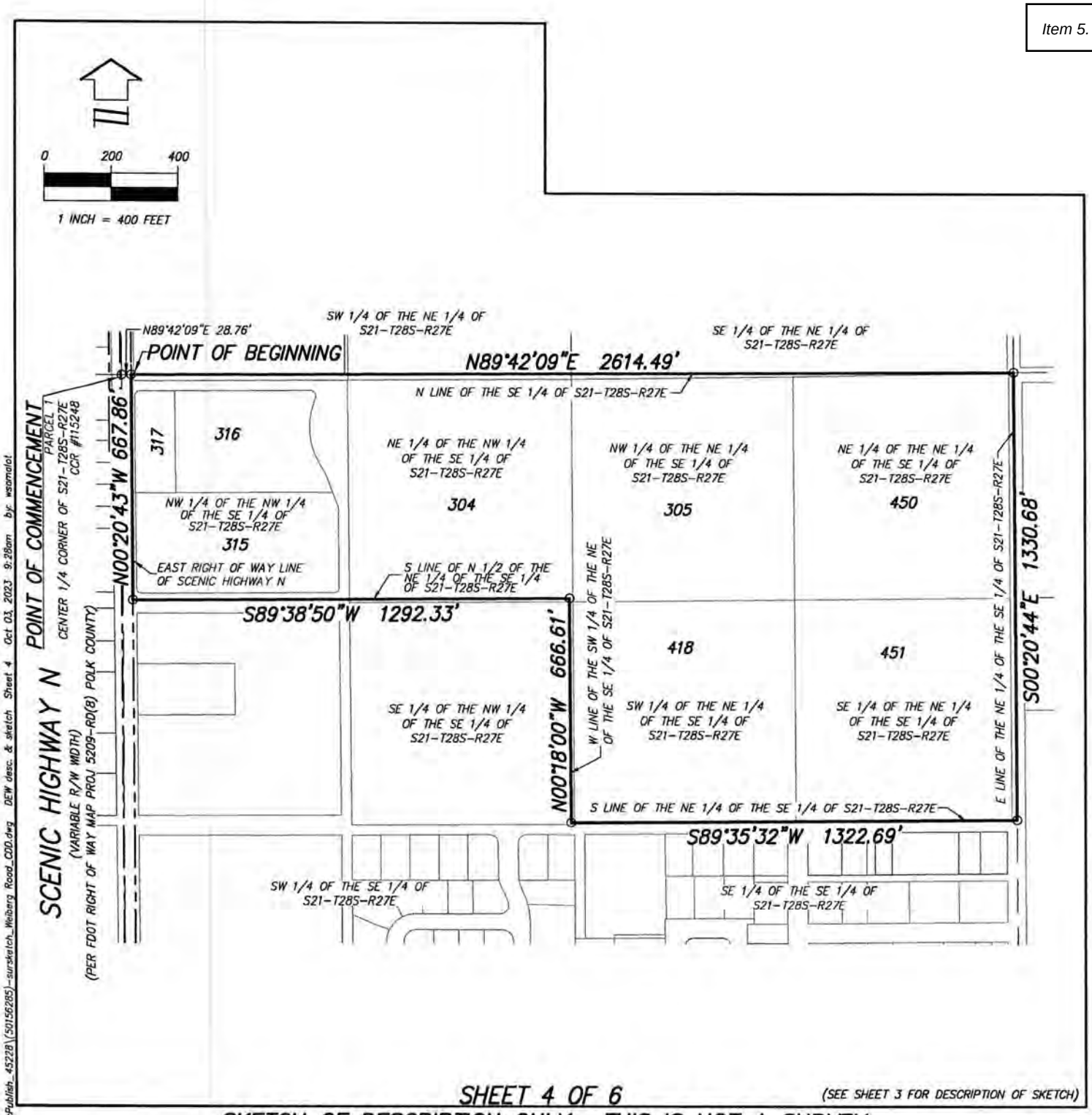
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023 PROJ: 50167556
REV DATE: DRAWN BY: WS
SCALE 1" = N/A CHECKED BY: W

Drawing name: C:\Users\wsamolot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD.dwg DEW desc. & sketch Sheet 3 Oct 03, 2023 9:28am by: wsamolot



SHEET 4 OF 6

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

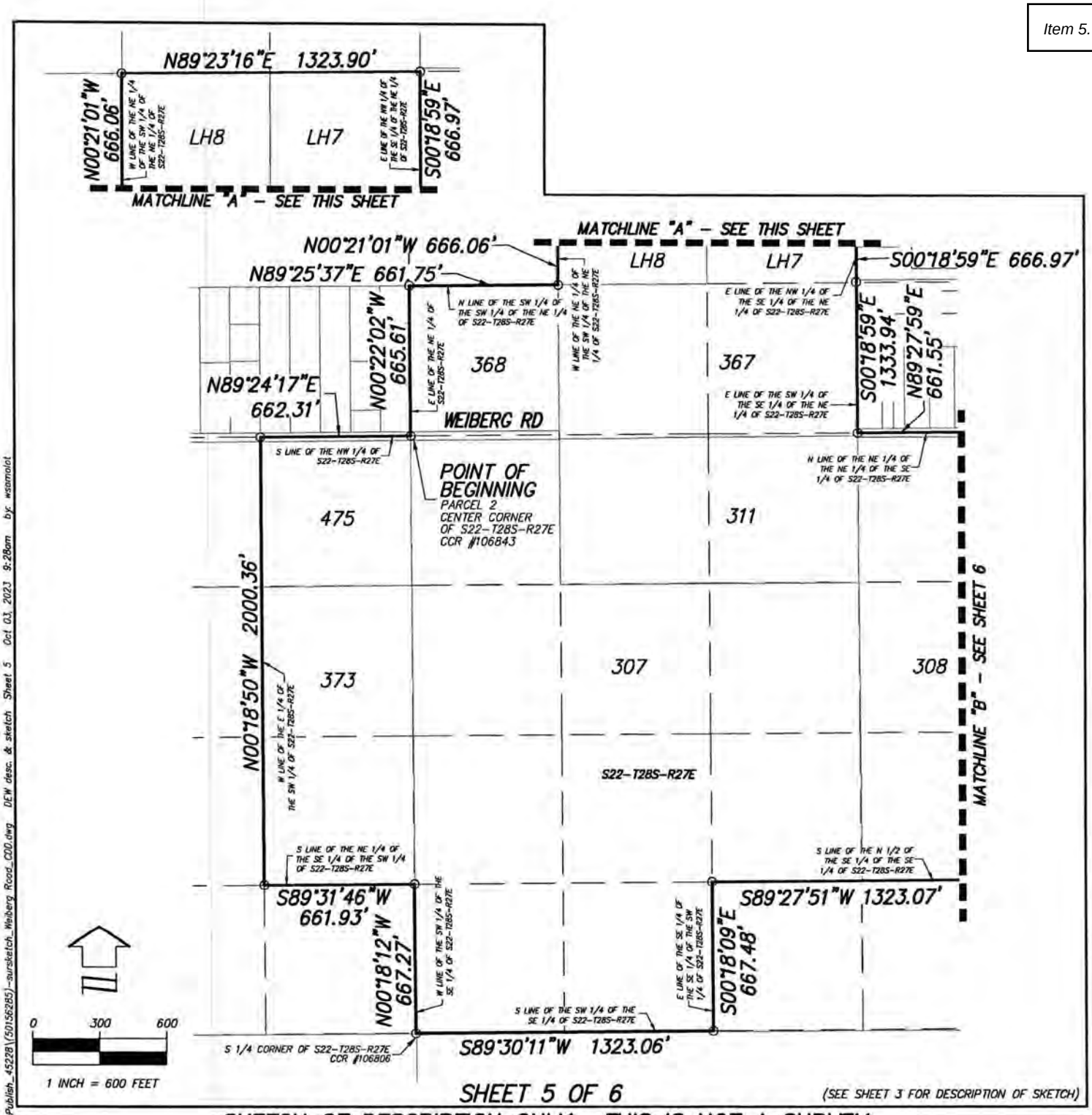
PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 400'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY:

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD.dwg DEW desc. & sketch Sheet 4 Oct 03, 2023 9:28am by: wsamalot



SHEET 5 OF 6

(SEE SHEET 3 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

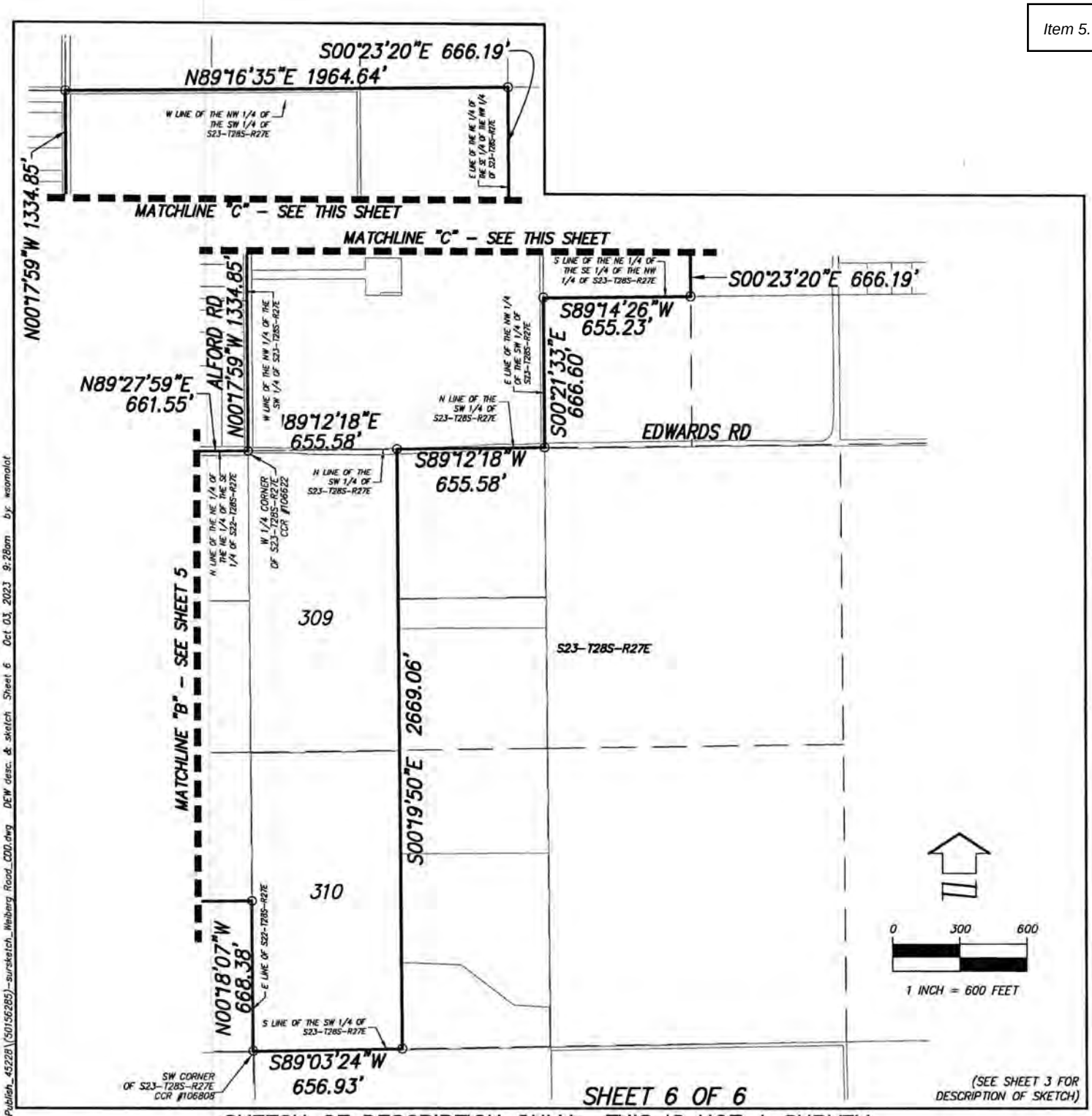
PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 600'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: C:\Users\wsamolot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD.dwg DEW desc. & sketch Sheet 5 Oct 03, 2023 9:28am by: wsamolot



SHEET 6 OF 6

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WEIBERG ROAD DD

SECTIONS 22 & 23,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 09/06/2023
REV DATE:
SCALE 1" = 600'

PROJ: 50167556
DRAWN BY: WS
CHECKED BY: W

Drawing name: C:\Users\wsomalot\appdata\local\temp\AcPublish_45228\(50156285)-sursketch_Weiberg Road_CDD.dwg DEW desc. & sketch Sheet 6 Oct 03, 2023 9:28am by: wsomalot

COMPOSITE EXHIBIT 6

CONSENT AND JOINDER OF LANDOWNER TO INCLUSION IN THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges that the Weiberg Road Community Development District (the "**District**") intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to add the Property within the District thereby expanding the external boundaries of the District.

As the owner of the Property which is intended to be added within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be added to the District.

The undersigned hereby consents to the inclusion of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District's external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District's external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 7th day of October, 2022.

WITNESSES:

Print Name: Bobbie Henley

Print Name: Jessica Petrucci

SLC IRA, LLC, a Florida limited liability company

By: Steven L. Cassidy
Its: Manager

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 7 day of October, 2022, by Steven L. Cassidy, as Manager of SLC IRA, LLC, who is personally known to me or who has produced _____ _____ as identification.

[notary seal]

Print Name: Bobbie Henley
Notary Public, State of Florida

Notary Public State of Florida
Bobbie Henley
My Commission
HH 191373
Exp. 2/17/2026

Executed this 7th day of October, 2022.

WITNESSES:

Print Name: Bobbie Henley

Print Name: Jessica Petrucci

ABC IRA, LLC, a Florida limited liability company

By: Albert B. Cassidy
Its: Manager

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 7 day of October, 2022, by Albert B. Cassidy, as Manager of ABC IRA, LLC, who is personally known to me or who has produced _____ _____ as identification.

[notary seal]

Print Name: Bobbie Henley
Notary Public, State of Florida

Notary Public State of Florida
Bobbie Henley
My Commission
HH 191373
Exp. 2/17/2026

Exhibit A:
LEGAL DESCRIPTION

Parcel Id. Number: 272823-000000-032020; Parcel Id. Number: 272823-000000-034030; Parcel Id. Number: 272823-000000-034020; Parcel Id. Number: 272823-000000-034010

LEGAL DESCRIPTION – ALFORD RIDGE

A PARCEL OF LAND LYING IN NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 23, RUN THENCE ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4, S.00°25'01"E., A DISTANCE OF 1331.48 FEET TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4; THENCE ALONG SAID NORTH BOUNDARY, S.89°16'33"W., A DISTANCE OF 654.86 FEET TO THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 FOR A POINT OF BEGINNING; THENCE ALONG SAID EAST BOUNDARY, S.00°23'15"E., A DISTANCE OF 666.17 FEET TO THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S.89°14'19"W., A DISTANCE OF 655.21 FEET TO THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY, S.00°21'29"E., A DISTANCE OF 646.50 FEET TO THE NORTH MAINTAINED RIGHT OF WAY OF EDWARDS ROAD ACCORDING TO THE POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF EDWARDS ROAD, RECORDED IN MAP BOOK 10, PAGES 31 THROUGH 36 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH MAINTAINED RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: 1) S.88°37'56"W., A DISTANCE OF 7.86 FEET; 2) S.87°01'01"W., A DISTANCE OF 100.08 FEET; 3) S.88°09'43"W., A DISTANCE OF 66.16 FEET TO THE NORTH RIGHT OF WAY OF EDWARDS ROAD BY DEED EXCEPTION, BEING 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4; THENCE ALONG THE NORTH DEEDED RIGHT OF WAY, S.89°12'04"W., A DISTANCE OF 1026.21 FEET TO SAID NORTH MAINTAINED RIGHT OF WAY OF EDWARDS ROAD; THENCE ALONG SAID NORTH MAINTAINED RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: 1) N.88°58'26"W., A DISTANCE OF 7.65 FEET; 2) S.89°18'27"W., A DISTANCE OF 88.09 FEET TO EAST MAINTAINED RIGHT OF WAY OF ALFORD ROAD ACCORDING TO THE POLK COUNTY MAINTAINED RIGHT OF WAY MAP OF EDWARDS AND ALFORD ROAD, RECORDED IN MAP BOOK 1, PAGES 24 THROUGH 26 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST MAINTAINED RIGHT OF WAY, N.00°45'20"W., A DISTANCE OF 21.68 FEET TO THE EAST RIGHT OF WAY OF ALFORD ROAD BY DEED EXCEPTION, BEING 15.00 FEET EAST OF AND PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST 1/4; THENCE ALONG SAID EAST DEEDED RIGHT OF WAY, N.00°17'57"W., A DISTANCE OF 1297.80 FEET TO AFORESAID NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTHWEST 1/4; THENCE ALONG SAID NORTH BOUNDARY, N.89°16'33"E., A DISTANCE OF 1949.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 49.236 ACRES, MORE OR LESS.

CONSENT AND JOINDER OF LANDOWNER TO INCLUSION IN THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges that the Weiberg Road Community Development District (the "**District**") intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to add the Property within the District thereby expanding the external boundaries of the District.

As the owner of the Property which is intended to be added within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be added to the District.

The undersigned hereby consents to the inclusion of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District's external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District's external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to inclusion of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 7th day of October, 2022.

WITNESSES:

Print Name: Bobbie Henley

Print Name: Jessica Petrucci

NORTHEAST POLK LAND INVESTMENTS, LLC, a Florida limited liability company

By: Steven L. Cassidy
Its: Manager

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 7 day of October, 2022, by Steven L. Cassidy, as Manager of Northeast Polk Land Investments, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Notary Public State of Florida
Bobbie Henley
My Commission
HH 191373
Exp. 2/17/2026

Print Name: Bobbie Henley
Notary Public, State of Florida

Executed this 7th day of October, 2022.

WITNESSES:

Print Name: Bobbie Henley

Print Name: Jessica Petrucci

NORTHEAST POLK LAND INVESTMENTS, LLC, a Florida limited liability company

By: Albert B. Cassidy
Its: Manager

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 7 day of October, 2022, by Albert B. Cassidy, as Manager of Northeast Polk Land Investments, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Print Name: Bobbie Henley
Notary Public, State of Florida

Notary Public State of Florida
Bobbie Henley
My Commission
HH 191373
Exp. 2/17/2026

Exhibit A:
LEGAL DESCRIPTION

Parcel Id. Number: 272822-000000-014010 & Parcel Id. Number: 272822-000000-012030:

DESCRIPTION: (Per Official Records Book 12051, Page 1419)

The Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

AND

The Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

CONSENT AND JOINDER OF LANDOWNER TO CONTRACTION IN THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges that the Weiberg Road Community Development District (the "**District**") intends to submit a petition to amend the boundaries of the District in accordance with the provisions of Chapter 190, *Florida Statutes*, to remove the Property within the District thereby contracting the external boundaries of the District.

As the owner of the Property which is intended to be removed within the external boundaries of the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.046(1)(e), *Florida Statutes*, the District is required to include the written consent of one hundred percent (100%) of the owners of the lands that are to be removed from the District.

The undersigned hereby consents to the removal of the Property within the external boundaries of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the amendment of the District's external boundaries.

The undersigned acknowledges that the consent will remain in full force and effect until the District's external boundaries are amended or three years from the date hereof, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by the District, consent to removal of the Property within the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 7 day of October, 2022.

WITNESSES:

Lindsey Roden
Print Name: Lindsey Roden

Jessica Petrucci
Print Name: Jessica Petrucci

GLK LAKE TRASK, LLC, a Florida limited liability company

By: Lauren O. Schwenk
Its: Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of October, 2022, by Lauren O. Schwenk, as Manager of GLK Lake Trask, LLC, who is personally known to me or who has produced _____ as identification.

[notary seal]

Lindsey E. Roden
Print Name: Lindsey E. Roden
Notary Public, State of Florida

Notary Public State of Florida
Lindsey E Roden
My Commission HH 303599
Expires 8/22/2026

Exhibit A:
LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E, a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E, a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E, a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'16"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W, a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'55"W, a distance of 1979.58 feet to the **POINT OF BEGINNING.**

Containing 26.915 acres, more or less.

EXHIBIT 7

DocuSign Envelope ID: 9BA75EF0-7292-4685-AECA-C1BEC1305689

RESOLUTION 2022-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE TOWN OF DUNDEE, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. 22-27, adopted by the Town Commission of the Town of Dundee, Florida, effective September 13, 2022 (the "**Ordinance**"), and being situated within the Town of Dundee, Florida (the "**Town**"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 298.28 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the developer of the lands within the District ("**Developer**"), has approached the District and requested the District petition to amend its boundaries to add approximately 68.53 acres of land ("**Expansion Parcels**"), more or less, as depicted in **Exhibit A**, and to remove approximately 26.915 acres ("**Contraction Parcel**"), as more particularly described in the attached **Exhibit B** (together, "**Boundary Amendment Parcels**"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, addition of the Expansion Parcels and removal of the Contraction Parcel is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

DocuSign Envelope ID: 9BA75EF0-7292-4685-AECA-C1BEC1305689

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the Town, and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the Town to seek the amendment of the District's boundaries to remove the Contraction Parcel depicted in **Exhibit B** and add the Expansion Parcels depicted in **Exhibit A,** pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the Town and/or the County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 21ST day of September 2022.

ATTEST:

Jill Burns

Secretary/Assistant Secretary

WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

Rennie Heath

Chairperson, Board of Supervisors

Exhibit A: Expansion Parcels
Exhibit B: Contraction Parcel

DocuSign Envelope ID: 9BA75EF0-7292-4685-AECA-C1BEC1305689

EXHIBIT A
Expansion Parcels

272822-000000-014010	LH8	10.12
272822-000000-012030	LH7	10.12
272823-000000-032020	425	10.02
272823-000000-034030	424	0.03
272823-000000-034020	423	1.04
272823-000000-034010	422	37.20

DocuSign Envelope ID: 9BA75EF0-7292-4685-AECA-C1BEC1305689

EXHIBIT B
Contraction Parcel

Description Sketch
(Not A Survey)

DESCRIPTION: A parcel of land lying in Section 22, Township 28 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, run thence along the West line thereof, S.00°18'53"E, a distance of 20.00 feet to the South Right-of-Way of Weiberg Road, said point also being the **POINT OF BEGINNING**; thence along said South Right-of-Way, N.89°18'34"E, a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with the West line of the East 1/4 of the Southwest 1/4 of said Section 22; thence along said parallel line, S.00°18'53"E, a distance of 102.98 feet; thence N.90°00'00"E., a distance of 179.27 feet; thence S.36°19'39"E., a distance of 524.37 feet; thence S.00°30'16"E., a distance of 479.56 feet; thence S.41°56'49"E., a distance of 589.78 feet; thence S.26°37'41"W., a distance of 593.81 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Said Section 22; thence along the South line thereof, S.89°30'28"W, a distance of 661.93 feet to the Southwest corner of said Northeast 1/4; thence along the West line of the East 1/4 of the Southwest 1/4 of said Section 22, N.00°18'53"W, a distance of 1979.58 feet to the **POINT OF BEGINNING**.

Containing 26.915 acres, more or less.

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF N.00°18'53"W.

2) I DO HEREBY CERTIFY THAT THIS SKETCH & DESCRIPTION WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

3) SEE SHEET NO. 2 FOR SKETCH
SEE SHEET NO. 3 FOR LINE TABLE.

PROJECT: Powerline Road Olson Jordan
PHASE: Lake Trask West Parcel
DRAWN: JCM | DATE: 08/15/22 | CHECKED BY: MHC

REVISIONS

DATE	DESCRIPTION	DRAWN BY
09/01/22	Updated OS to revised limits of area	CMA
09/21/22	Updated Sketch to revised limits of area	CMA

Prepared For: Absolute Engineering

Date: 2022.09.21 17:47:25 -04'00'

Charles M. Arnett
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6884

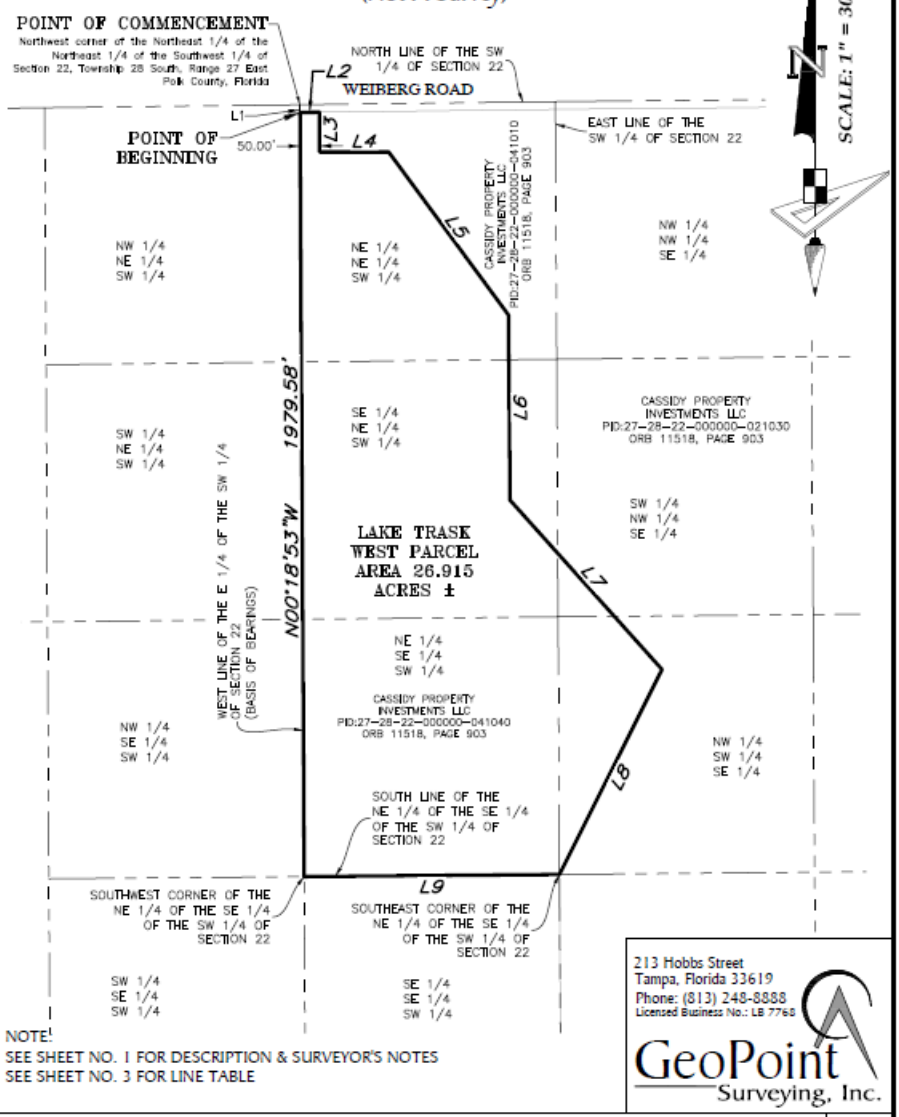
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Licensed Business No.: LB 7768

GeoPoint Surveying, Inc.

FILE PATH: P:\POWERLINE_RD_OLSON JORDAN GROUP 4 (THE LANDINGS AT LAKE TRASK)\DESCRIPTIONS\POWERLINEROAD-LAKETRASK-WESTPARCEL-OS.DWG LAST SAVED BY: CARNETT 01 of 03

Description Sketch

(Not A Survey)



NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 3 FOR LINE TABLE

DocuSign Envelope ID: 9BA75EF0-7292-4685-AECA-C1BEC1305689

Description Sketch
(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°18'53" E	20.00'
L2	N 89°18'34" E	50.00'
L3	S 00°18'53" E	102.98'
L4	N 90°00'00" E	179.27'
L5	S 36°19'39" E	524.37'
L6	S 00°30'16" E	479.56'
L7	S 41°56'49" E	589.78'
L8	S 26°37'41" W	593.81'
L9	S 89°30'28" W	661.93'

NOTE:
SEE SHEET NO. 1 FOR DESCRIPTION & SURVEYOR'S NOTES
SEE SHEET NO. 2 FOR SKETCH

213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
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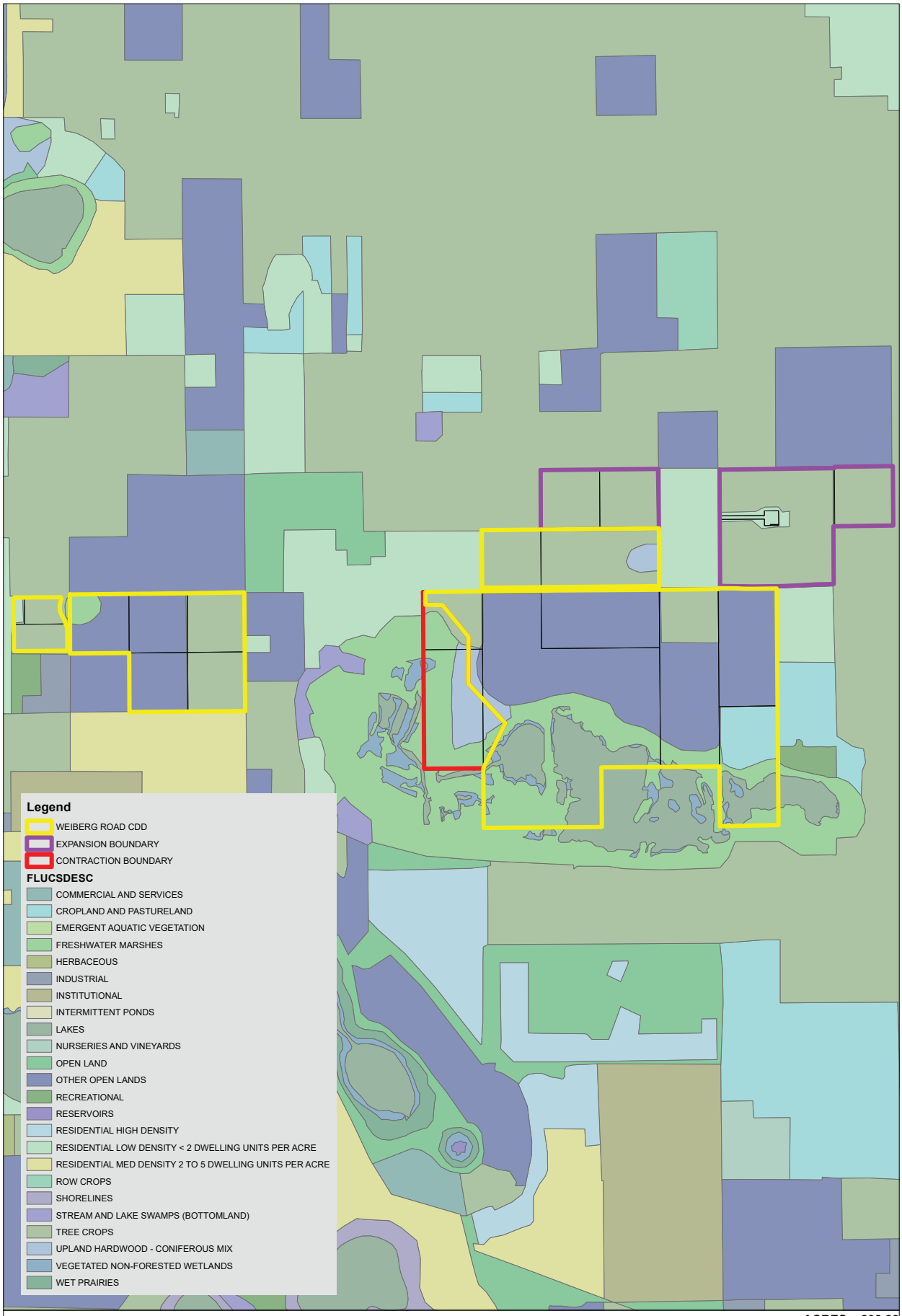
FILE PATH: P:\POWERLINE_RD_OLSON JORDAN GROUP 4 (THE LANDINGS AT LAKE TRASK)\DESCRIPTIONS\POWERLINEROAD-LAKETRASK-WESTPARCEL-DS.DWG LAST SAVED BY: CARNETT 03 of 03

COMPOSITE EXHIBIT 8



TOWN OF DUNDEE

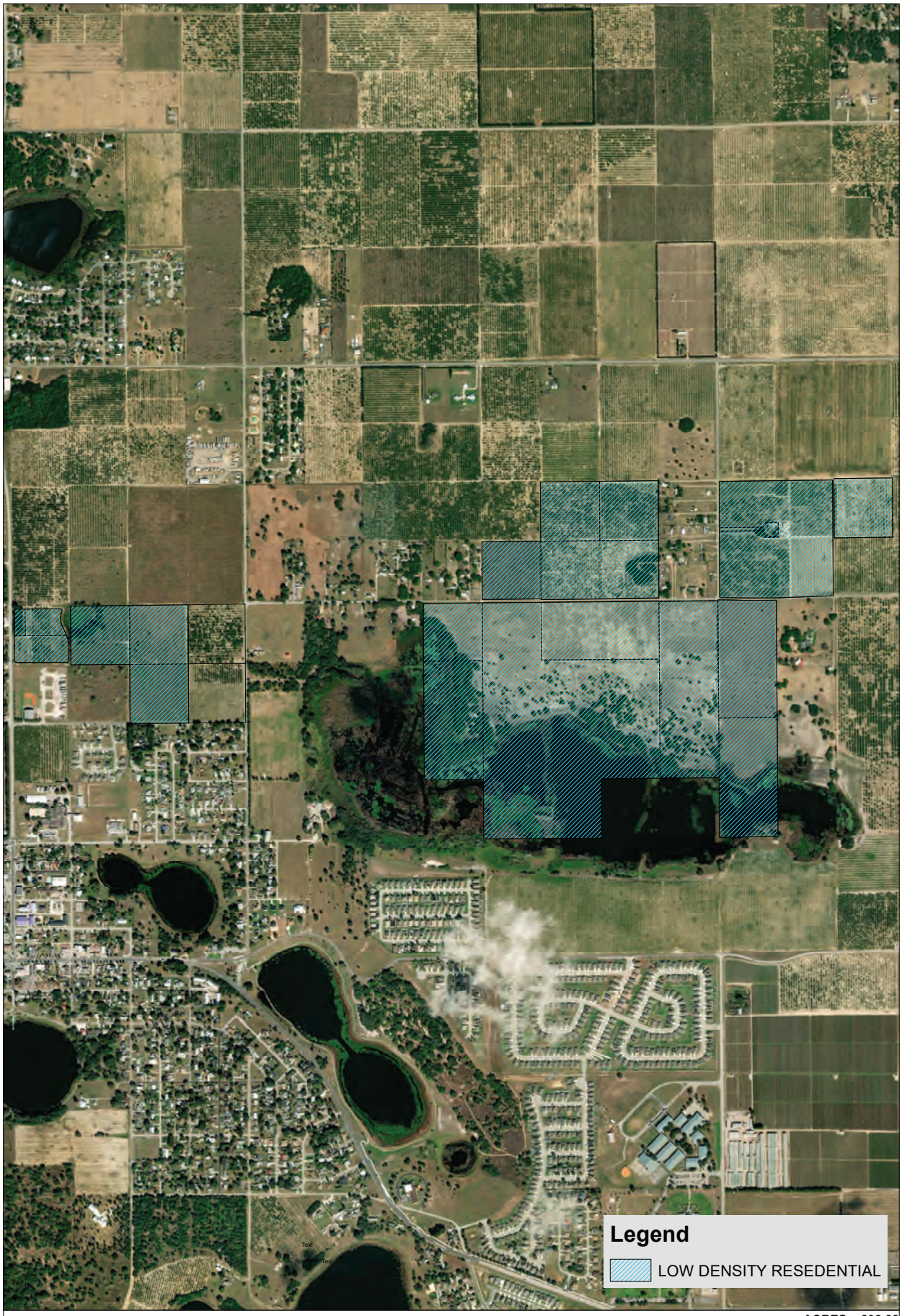
ACRES = 298.28

COMPOSITE EXHIBIT 8 - EXISTING LAND USE MAP WEIBERG ROAD CDD

Dewberry

N W E S

0 490 980 Feet



TOWN OF DUNDEE

ACRES = 298.28

COMPOSITE EXHIBIT 8 - FUTURE LAND USE MAP WEIBERG ROAD CDD

Dewberry

N
W
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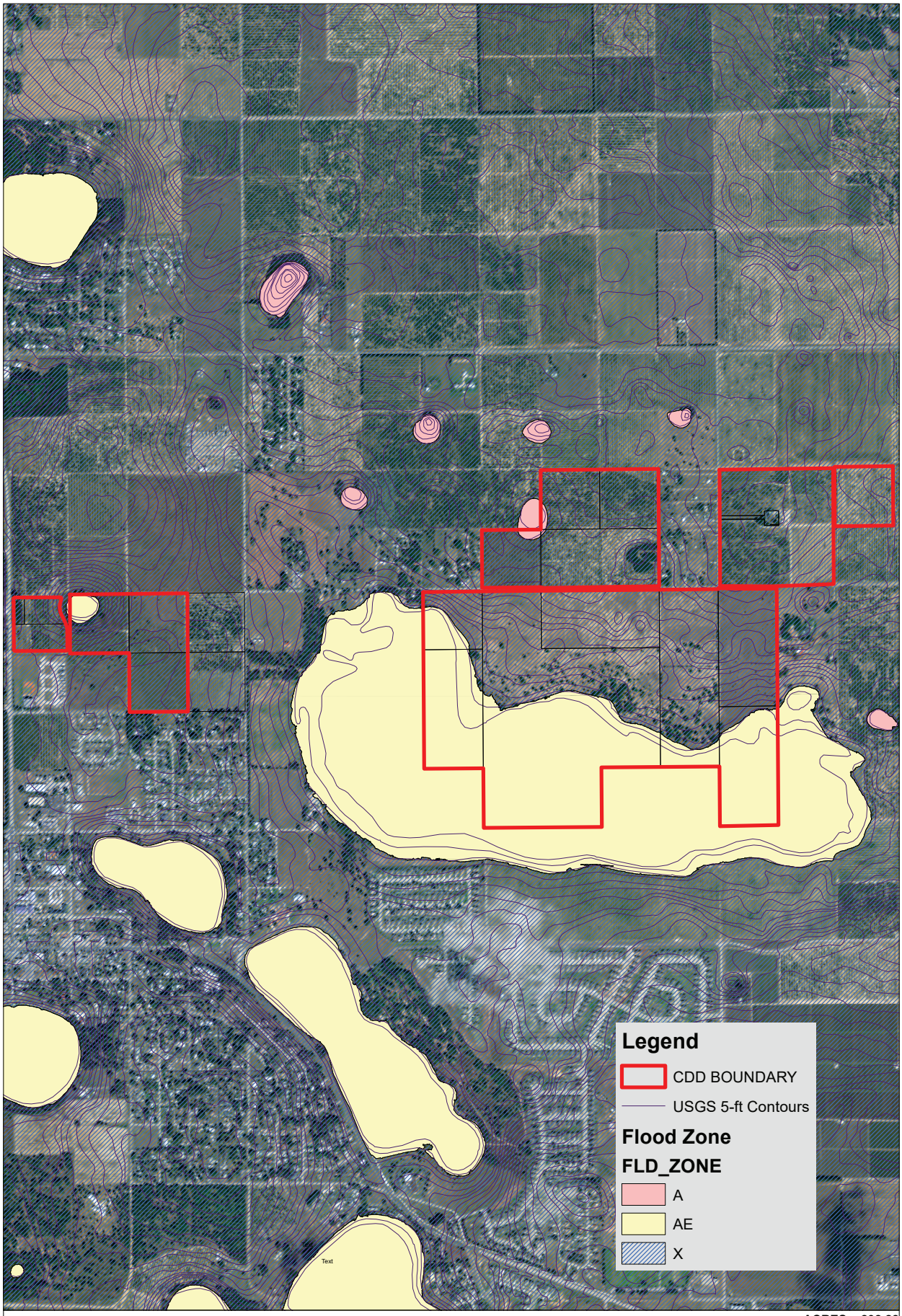
S

0 495 990
Feet

EXHIBIT 9



TOWN OF DUNDEE

ACRES = 298.28

EXHIBIT 9 - DRAINAGE AND UTILITIES
WEIBERG ROAD CDD

Dewberry

N
W E
S

0 495 990
Feet

COMPOSITE EXHIBIT 10

Weiberg Road CDD - Composite Exhibit 10

Summary of Proposed District Facilities and Summary of Probable Cost

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Town of Dundee	District Bonds	Town of Dundee
Street Lighting/Conduit	District	District	District Bonds	Duke Energy**
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Town of Dundee	District Bonds	Town of Dundee

*Costs not funded by bonds will be funded by the developer.

**District will fund street lighting maintenance services.

Infrastructure	Landing at Lake Trask Ph 1 404 Lots (Existing) 2022-2026	Landing at Lake Trask Ph 2A 103 Lots (Existing) 2022-2026	Landing at Lake Trask Ph 2B 65 Lots (Expansion) 2022-2026	Eagle Landing 206 Lots (Existing) 2022-2026	Alford Ridge 178 Lots (Expansion) 2022-2026	Total 956 Lots
Offsite Improvements (1)(5)(7)(11)	$1,466,114.00	$451,112.00	$163,710.00	$749,428.00	$647,564.00	**$3,314,218.00**
Stormwater Management (1)(2)(3)(5)(6)(7)	$1,912,638.00	$588,504.00	$213,570.00	$977,676.00	$844,788.00	**$4,323,606.00**
Utilities (Water, Sewer, & Street Lighting) (1)(5)(7) (9)(11)	$3,327,168.00	$1,023,992.00	$371,610.00	$1,701,148.00	$1,469,924.00	**$7,522,232.00**
Roadway (1)(4)(5)(7)	$1,912,638.00	$588,504.00	$213,570.00	$977,676.00	$844,788.00	**$4,323,606.00**
Entry Feature (1)(7)(8)(9)(11)	$200,000.00	$100,000.00	$100,000.00	$200,000.00	$200,000.00	**$700,000.00**
Parks and Amenities (1)(7)(11)	$689,130.00	$212,040.00	$76,950.00	$352,260.00	$304,380.00	**$1,557,810.00**
General Consulting (11)	$953,498.00	$293,384.00	$106,470.00	$487,396.00	$421,148.00	**$2,155,426.00**
Contingency (11)	$1,049,009.00	$322,772.00	$117,135.00	$536,218.00	$463,334.00	**$2,371,333.00**
TOTAL	**$11,510,195.00**	**$3,580,308.00**	**$1,363,015.00**	**$5,981,802.00**	**$5,195,926.00**	**$27,631,246.00**

Notes:

(1) District to be constructed as four (4) phases.

(2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.

(3) Excludes grading of each lot in conjunction with home construction, which will be provided by home builder.

(4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of privatelots.

(5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.

(6) Includes subdivision infrastructure and civil/site engineering.

(7) Stormwater does not include grading associated with building pads.

(8) Estimates are based on 2022 cost.

(9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.

(10) CDD will enter into a Lighting Agreement with Duke Energy for the lighting service. Includes only the incremental cost of undergrounding.

(11) Estimates based on 956 lots.

(12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

EXHIBIT 11

STATEMENT OF ESTIMATED REGULATORY COSTS
For the Petition to Amend the Boundaries of the Weiberg Road CDD

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the **Weiberg Road Community Development District** (the "District"). The District is an independent unit of special-purpose local government established pursuant to Chapter 190, Florida Statutes by the Town of Dundee, Florida Ordinance No. 22-27, adopted on September 13, 2022. The District is comprised of approximately 298.28 acres and located within the Town of Dundee, Florida (the "Town") within Polk County, Florida ("County"). The project is currently planned for approximately 713 residential units. The District desires to amend the boundaries by adding approximately 69.476 acres (the "Expansion Area") and removing approximately 26.915 acres (the "Contraction Area") from the existing District. The Expansion Area is planned to include approximately 243 single-family residential units. Upon amendment of the boundary, the District will include 343.391 acres and 956 planned residential units. The SERC provides the information required by Section 190.005 and Section 120.541, Florida Statutes. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

> "That the process of establishing[1] such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Weiberg Road Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the lands within the Weiberg Road development. The District, as amended, will encompass approximately 343.391 acres.

The development plan for the lands within the District, as amended, includes approximately 956 residential units. All units are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the county in

[1] Same limitations apply for a SERC accompanying the petition to amend the boundaries of a CDD.

which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the District. The scope of this SERC is limited to evaluating the economic consequences of approving the petition to amend the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[2], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

[2] For the purposes of this SERC, the term "agency" means the Town of Dundee and the term "rule" means the ordinance(s) which Dundee adopted to create or amend the District.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternative submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

A description and analysis of the requirements are set forth below.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

It is unlikely the expansion of the District will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the District, as amended, encompasses a community designed for approximately 956 residential units. These units and their owners and or tenants will fall under the jurisdiction of the District upon construction or sale. Prior to sale of any units, all of the land within the District will be under the jurisdiction of the District and be required to comply with the establishing ordinance.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

<u>State Government Entities</u>

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The boundary amendment, as proposed, will be processed by the Town, per section 190.046(1)(b), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are minimal, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs. Please note that since the District already exists and the petition is to amend the boundaries of the District, it is unlikely that there will be any additional

costs to the State.

Town of Dundee

The District currently exists and the petition is to expand the boundaries of the District. After expansion, the District will consist of approximately 343.391 acres. The Town and its staff will process and analyze the petition pursuant to Section 190.046(1)(b) Florida Statues, conduct a public hearing with respect to the petition, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources. However, the petition filing fee is anticipated to cover the Town's costs for review of the petition to amend the boundaries.

These costs to the Town are modest for a number of reasons. First, review of the petition to amend the District boundaries does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to amend the boundaries of a community development district.

The annual costs to the Town attributable to the expansion of the District are minimal, if any. The District is an independent unit of special-purpose local government. The only annual costs the Town faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the Town. It should be noted that since the District already exists, the inclusion of the Expansion Area within the boundaries of the District should not impact the Town's annual costs.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of special-purpose local government. It is designed to provide community facilities and services to serve the development. The District has its own sources of revenue to provide and maintain such facilities and services. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the District, as amended, may provide. It is anticipated that the offsite improvements, stormwater facilities, lift stations/water/sewer, street lighting, roadway, entry feature & signage, parks & amenities and other costs, as described in Table 1, will be financed by the District, although some of the

infrastructure facilities will be dedicated to other governments for operations. Those governments will collect the associated revenues required to operate and maintain those systems.

Table 1.
Weiberg Road Community Development District Summary of Proposed District Facilities

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	Town of Dundee	District Bonds	Town of Dundee
Street Lighting/Conduit	District	District	District Bonds	Duke Energy**
Road Construction	District	District	District Bonds	District
Parks & Amenities	District	District	District Bonds	District
Offsite Improvements	District	Town of Dundee	District Bonds	Town of Dundee

*Costs not funded by bonds will be funded by the developer.

** District will fund street lighting maintenance services

The petitioner has estimated the design and development costs for providing the capital facilities in the Expansion Area. The cost estimates are shown in Table 2 below. The Expansion Area, design and development costs for these facilities are estimated to be $6,558,941. The District and/or the developer may pay these construction and development costs. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that specially benefit from the District's capital improvement program.

Future landowners in the District shall be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance, assuming such bonds are issued by the District. In addition to the levy of non-ad valorem assessments for debt service, the District shall also impose a non-ad valorem assessments to fund the operations and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of the affected property by purchasing such property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels and types of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through higher cost of developer equity and/or bank loans.

Table 2.
Weiberg Road Community Development District Expansion Property –
Engineer's Estimate of Probable Costs

Infrastructure	Landing at Lake Trask Ph 1 404 Lots (Existing) 2022-2026	Landing at Lake Trask Ph 2A 103 Lots (Existing) 2022-2026	Landing at Lake Trask Ph 2B 65 Lots (Expansion) 2022-2026	Eagle Landing 206 Lots (Existing) 2022-2026	Alford Ridge 178 Lots (Expansion) 2022-2026	Total 956 Lots
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Entry Feature (1)(7)(8)(9)(11)	$200,000.00	$100,000.00	$100,000.00	$200,000.00	$200,000.00	**$700,000.00**
Parks and Amenities (1)(7)(11)	$689,130.00	$212,040.00	$76,950.00	$352,260.00	$304,380.00	**$1,557,810.00**
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TOTAL	$11,510,195.00	$3,580,308.00	$1,363,015.00	$5,981,802.00	$5,195,926.00	$27,631,246.00

In considering these costs it should be noted that owners and occupants of the lands included within the District and the Expansion Area will receive four major classes of benefits.

First, those property owners in the District will receive a higher level of public services and amenities sooner than would otherwise be the case, due to increased availability to bond financing.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is a form of governance which allows CDD landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and cost

of the CDD services they receive, provided they meet the Town's overall requirements, as applicable.

Fourth, a CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance, operations, and repair costs through assessments collected on the county tax bill pursuant to Section 197.3632, Florida Statutes. Further, a CDD is a perpetual entity and provides for the continuous operations and maintenance of infrastructure.

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the transactional cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the expansion of the District. If anything, the impact on any small businesses in the area near the proposed District may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

The Town of Dundee has an estimated population of less than 10,000 according to the most recent federal census (2020). Therefore, the Town is defined as a "small" City according to Section 120.52 of the Florida Statues. However, as noted above, there will be no adverse impact on the Town due to the creation of the District. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help make this property developable. Development of the property within the District will increase the value of this property and, consequently, increase the property taxes that accrue to the Town. These increased property taxes (along with other direct and indirect revenues accruing to the Town as a result of the development of the land within the District) will offset any new staff, facilities, or equipment the Town adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer, the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) of Sec. 120.541, Florida Statute, and either a statement adopting the alternative or a statement of the reasons for rejecting

the alternative in favor of the proposed rule.

There have been no good faith written proposals or revised statements submitted to the agency (the Town) as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
October 25, 2022

EXHIBIT 12

Authorization of Agent

This letter shall serve as a designation of Roy Van Wyk, Esq., whose address is c/o KE Law Group, PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, Florida 32303, to act as agent for Weiberg Road Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Town of Dundee Ordinance No. 22-27, with regard to any and all matters pertaining to the Petition to the Town Commission of the Town of Dundee, Florida to amend the boundary of Weiberg Road Community Development District pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked in writing.

WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

DATE: 10/7/2022

Warren K. (Rennie) Heath II, Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of October, 2022, by Warren K. (Rennie) Heath II, as Chairperson of the Board of Supervisors of the Weiberg Road Community Development District.

Notary Public State of Florida
Lindsey E Roden
My Commission HH 303599
Expires 8/22/2026

(Official Notary Signature & Seal)
Name: Lindsey E Roden
Personally Known (Rennie) Warren K. Heath
OR Produced Identification
Type of Identification

ORDINANCE NO. 22-27

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHINGTHE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, GLK Real Estate, LLC, an active Florida limited liability company ("Petitioner") has filed a Petition to Establish the Weiberg Road Community Development District, as supplemented (the "Petition"), with the Town Commission of the Town of Dundee (the "Town Commission") pursuantto Section 190.005(2)(a), *Florida Statutes,* and to adopt an ordinance establishing the Weiberg Community Development District (the "District") pursuant to Chapter 190, *Florida Statutes* (2021); and

WHEREAS, Petitioner is an active Florida limited liability company authorized to conduct business in the State of Florida, whose principal address is 346 East Central Ave, Winter Haven, Florida 33880; and

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

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the Town Commission of the Town of Dundee on September 13, 2022, pursuant to Section 190.005(2)(b), *Florida Statutes;* and

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

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

(1) The statements within the Petition are true and correct; and

(2) The Petition is complete in that it meets the requirements of Section 190.005(2)(a), *Florida Statutes* (2021); and

(3) The appropriate Town of Dundee staff have reviewed the Petition for establishment of the District on the proposed land and have advised the Town Commission that said Petition is complete and sufficient; and

(4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the state comprehensive plan or the Town Comprehensive Plan; and

(5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and

(6) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and

(7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

(8) The area that will be served by the District is amenable to separate special-district government; and

WHEREAS, pursuant to the information stated above, the Town Commission has decided to grant the Petition to establish the Weiberg Road Community Development District; and

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

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

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

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "Weiberg Road Community Development District Establishment Ordinance."

SECTION 2. FINDINGS. The Town Commission of the Town of Dundee finds that the factual recitals (WHEREAS clauses) form a factual and material basis for the approval of this Ordinance and hereby incorporates said findings into this Ordinance.

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

SECTION 4. CREATION OF DISTRICT; DISTRICT NAME. The Petition filed to create the Weiberg Road Community Development District is hereby granted and there is hereby created a community development district, which is situated within the Town of Dundee, Florida, which District shall be known as the "Weiberg Road Community Development District."

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto and incorporated by reference, the overall boundaries encompassing 298.28 acres, more or less. There are no parcels within the external boundaries of the District that are to be excluded from the District.

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

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

SECTION 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Warren K. Heath, Justin Frye, Christine Aviles, Bobbie Henley, and Lauren O. Schwenk. All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue remain in full force and effect provided that the invalid, illegal or unenforceable provisionis not material to the logical and intended interpretation of this Ordinance.

SECTION 9. ADMINISTRATIVE CORECTION OF SCRIVENER'S ERRORS. Sections of this Ordinance may be renamed red or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

SECTION 10. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

INTRODUCED AND PASSED on first reading this 9th day of August 2022.

PASSED on second reading this 13th day of September 2022.

TOWN OF DUNDEE, FLORIDA

Mayor Sam Pennant

ATTEST

TOWN CLERK – Jenn Garcia

APPROVED AS TO FORM:

TOWN ATTORNEY – Fredrick J. Murphy

EXHIBIT A – Legal Description

LEGAL DESCRIPTION:

PARCEL NUMBER: 272822-000000-041040, 272822-000000-021030, 272822-000000-021010,272823-000000-043030, 272823-000000-044010 (PER BOOK 11008, PAGES 0291 – 0299):

PARCEL 1:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 114, LESS THE NORTH 20 FEET FOR ROAD; AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 114, SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

AND

THE SOUTHEAST 114 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA. AND THE SOUTHWEST 114 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LESS THE NORTHEAST 1/4 AND LESS THE NORTH 20 FEET FOR ROAD; AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 2:

THE WEST 1/2 OF THE NORTHWEST 114 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; TOGETHER WITH A PERPETUAL EASEMENT OVER THE WEST 12 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 114 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 LYING NORTH OF THE CANAL LEADING INTO LAKE TRASK, FOR THE PURPOSE OF TRANSPORTING IRRIGATION AND SPRAY WATER FROM SAID CANAL AND SAID LAKE, INCLUDING THE RIGHT TO ERECT AND MAINTAIN A PUMP AND MOTOR ON SAID STRIP OF LAND.

AND

THE WEST 112 OF THE SOUTHWEST 114 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL NUMBER: 272822-000000-021020 (PER BOOK 11518, PAGES 0903 – 0913):

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

PARCEL NUMBER: 272822-000000-041010 (PER BOOK 11008, PAGES 0333 – 0336):

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS THE NORTH 20 FEET FOR ROAD, LYING IN POLK COUNTY, FLORIDA.

Phase 2 – Parcel 2

LEGAL DESCRIPTION:

The West 3/4s of the South 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida, LESS Right of Way for Weiberg Road, being more particularly described as follows:

COMMENCE at the Northwest corner of said Northeast 1/4, run thence along the West boundary of said Northeast 1/4, S 00°21'58" E, a distance of 1996.70 feet to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4, and the POINT OF BEGINNING; thence along the North boundary of said South1/4, N 89°25'42" E, a distance of 1985.32 feet to the East boundary of the Southwest 1/4 of the Southeast 1/4 of said Northeast 1/4; thence along said East boundary, S 00°18'57" E, a distance of 654.17 feet to the North Maintained Right of Way of Weiberg Road, according to the Polk County Maintained Right of Way Map of Edwards Road, recorded in Map Book 1, Pages 24 through 26, of the Public Records of Polk County, Florida; thence along said North Maintained Right of Way the following eleven (11) courses: 1) S 89°45'21" W, a distance of 36.87 feet; 2) S 89°10'58" W, a distance of 100.00 feet; 3) S 89°45'21" W, a distance of 100.00 feet; 4) S 88°53'47" W, a distance of 100.00 feet; 5) S 89°28'09" W, a distance of 200.00 feet; 6) S 88°53'47" W, a distance of 100.00 feet; 7) S 89°28'09" W, a distance of 100.00 feet; 8) N 89°57'28" W, a distance of 200.01 feet; 9) S 89°28'09" W, a distance of 100.00 feet; 10) S 89°10'58" W, a distance of 100.00 feet; 11) N 89°57'28" W, a distance of 186.29 feet to the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Northeast 1/4; thence along said East boundary, N 00°20'57" W, a distance of 5.64 feet to the North Right of Way of Weiberg Road by deed exception, being 20.00 feet North of and parallel with the South boundary of said Northeast 1/4; thence along said North Right of Way, S 89°28'09" W, a distance of 661.58 feet to aforesaid West boundary of the Northeast 1/4; thence along said West boundary, N 00°21'58" W, a distance of 645.57 feet to the POINT OF BEGINNING.

Containing 29.682 acres, more or less.

Phase 3 & 4 – Parcel 3

LEGAL DESCRIPTION

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EAST 1/4 CORNER OF SAID SECTION 21, BEING MONUMENTED (AS OF AUGUST, 2021) BY A 1/2 INCH IRON ROD (NO IDENTIFICATION) THAT IS 4.32 FEET SOUTH OF A 1/2 INCH IRON PIPE (NO IDENTIFICATION), IN ACCORDANCE WITH CERTIFIED CORNER RECORD #029061; THENCE ALONG THE EAST BOUNDARY OF SAID SOUTHEAST 1/4, S 00°20'50" E, A DISTANCE OF 1328.47 FEET TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, S 89°38'06" W, A DISTANCE OF 1322.66 FEET TO THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE ALONG SAID WEST BOUNDARY, N 00°18'06" W, A DISTANCE OF 666.09 FEET TO THE SOUTH BOUNDARY OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHEAST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2, S 89°42'55" W, A DISTANCE OF 1,292.13 FEET TO THE EAST RIGHT OF WAY OF CENTER STREET (STATE ROAD 17) PER LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 1 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT OF WAY, N 00°15'22" W, A DISTANCE OF 667.90 FEET TO THE NORTH BOUNDARY OF SAID SOUTHEAST 1/4; THENCE ALONG SAID NORTH BOUNDARY, N 89°47'45" E, A DISTANCE OF 2613.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.159 ACRES, MORE OR LESS.

LESS AND EXCEPT EXISTING ROAD RIGHTS OF WAY AND ALLEYS, INCLUDING BUT NOT LIMITED TO ROAD RIGHTS OF WAY AND ALLEYS RESERVED ON LAKE ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 1 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

BEFORE THE TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

IN RE:	PETITION TO AMEND THE BOUNDARY OF THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT	)))

AFFIDAVIT ADOPTING WRITTEN PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF ORANGE

I, Reinardo (Rey) Malave, P.E., being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Reinardo (Rey) Malave, P.E., and I am employed by Dewberry Engineers Inc., 800 N. Magnolia Avenue, Orlando, Florida 32803, as a Civil Engineer.

3. The prepared written pre-filed testimony consisting of five (5) pages, submitted under my name to the Town Commission of the Town of Dundee, Florida, relating to Petition to Amend the Boundaries of the Weiberg Road Community Development District, as supplemented ("Petition"), and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Weiberg Road Community Development District boundary amendment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience, and qualifications concerning land development and the construction of public infrastructure as a professional engineer and related matters are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony generally addresses the nature of the proposed development plan of public infrastructure of the Weiberg Road Community Development District.

7. No corrections or amendments to my pre-filed testimony or the Petition and its exhibits are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 8

day of January 2024.

Rey Malave, P.E. 1/8/24

STATE OF FLORIDA
COUNTY OF Orange

SWORN TO and SUBSCRIBED before me by the Affiant, by means of ☑ physical presence or ☐ online notarization, on this 8th day of January 2024, by Rey Malave, P.E.

(Official Notary Signature)

Name: Renado Malave

Personally Known X

OR Produced Identification

Type of Identification

DAWN R. QUEEN
Notary Public
[notary seal]
State of Florida
Comm# HH294293
Expires 9/25/2026

TESTIMONY OF REINARDO MALAVE, P.E., FOR THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT BOUNDARY AMENDMENT

1. Please state your name and business address.

Reinardo (Rey) Malave, 800 N. Magnolia Avenue, Orlando, Florida 32803.

2. By whom are you employed and in what capacity?

I am Associate Vice President and Department Manager, Municipal Engineering of Dewberry Engineers Inc.

3. How long have you been in the engineering field?

43 years.

4. Does your firm, Dewberry Engineers Inc., represent the Weiberg Road Community Development District?

Yes. My firm serves as District Engineer.

5. Please give your educational background, with degrees earned, major areas of study and institutions attended.

BSCE – University of Puerto Rico 1978
MBA – Keller School of Management – DeVry University

6. Do you have any professional licenses, registrations, or certifications?

Florida Professional Engineer.

7. Have you been involved in any developments of the type and nature contemplated within the amended Weiberg Road Community Development District ("District")?

Yes, I am the District Engineer for similar districts in the Town of Dundee, as well as the current engineer for this special District.

8. Are you familiar with the *Petition to Amend the Boundaries of Weiberg Road Community Development District*, filed by the District with the Town of Dundee ("Town"), on or about November 11, 2022, and supplemented October 6, 2023 (together, the "Petition"), seeking to amend its boundary?

Yes. I assisted the District with the preparation of some of the exhibits filed with the Petition.

9. Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the District?

Yes, I am.

10. Which documents did you prepare or have others prepare under your supervision?

Exhibits 1-5 and Exhibits 8-10.

11. Do any of those exhibits require any change or correction?

No.

12. Are Exhibits 1-5 and Exhibits 8-10 to the Petition true and correct?

Yes, to the best of my knowledge.

13. In general, what do Exhibits 1-5, and Exhibits 8-10 to the Petition demonstrate?

These exhibits demonstrate the general location and nature of the proposed improvements, as well as the metes and bounds legal descriptions and sketches of the current District, lands to be contracted from the District (together, the "Contraction Parcels"), and lands to be added to the District (together, the "Expansion Parcels" and together with the Contraction Parcel, the "Boundary Amendment Parcels"). They also indicate the future general distribution, location and the extent of the public and private land uses proposed for the area to be contracted from and added to the District by the future land use plan element of the Town of Dundee Comprehensive Plan.

14. What is the reason for the boundary amendment from an engineering and development standpoint?

The amendment will conform the boundaries of the District to the expected project. The amendment will also function to provide an interrelated development plan for the lands.

15. What capital facilities are presently planned or constructed by the District?

At present, the District is expected to provide recreational facilities, landscaping and entry monumentation along with the required roadways, stormwater, potable water and wastewater infrastructure and recreational improvements. Presently, there are existing collector and local roadways, water and wastewater infrastructure including stormwater facilities, and landscaping, irrigation and entry monumentation.

16. Based upon your training and experience as an engineer, do you have an opinion as to whether the District, as amended ("Amended District"), will continue to remain of sufficient compactness, and sufficient contiguity to be developed as a functional interrelated community after contraction?

Yes. Based on my experience, the Amended District will remain of sufficient size, compactness, and contiguity to be developed as a one functional interrelated community.

17. What is the basis for your opinion?

For many reasons the District facilities can be provided in an efficient, functional, and integrated manner.

First, there are sufficient, significant infrastructure needs for the lands to allow development as a functionally interrelated community. There will be no need for services to the Contraction Parcels. The amendment will not affect the ability of the Amended District to function as an interrelated community.

Second, the specific design of the community allows infrastructure to be provided in a cost-effective manner to the Expansion Parcels. The Amended District, as proposed, will remain of sufficient size, compactness, and contiguity.

Third, the Expansion Parcels within the Amended District are more conducive for development within the District. The provision of services and facilities through the use of one development plan provides a contiguous and homogenous method of providing services to lands throughout the District. There are currently no improvements constructed or contemplated for the Contraction Parcels.

18. In your opinion, will the Amended District continue to remain sufficiently compact and contiguous to be developable as a functionally interrelated community. Would you please explain what you mean when stating that the Amended District is of sufficient compactness?

The Amended District will encompass approximately 346 acres and will continue to provide a range of residential and residential-support land uses that require the necessary elements of infrastructure including roadways, potable water systems, wastewater systems, surface water management systems, landscape, and entry monumentation, recreational facilities and other improvements described in the Petition. After the boundary amendment, the Amended District will continue to have sufficient overall residential density to require all the above-mentioned necessary elements of infrastructure of a comprehensive community. These facilities and services require planning, design, financing, construction, and maintenance to provide the community with appropriate infrastructure. The preferred method of developing land, especially for higher density residential uses, is for the development to be spatially compact. This augments the Amended District's ability to construct and maintain improvements, and provide services, in a cost-efficient manner.

19. Does the amendment of the District obviate the need for local land development regulations, ordinances or plans?

No. Section 190.004 of the Florida Statutes explicitly provides that the establishment of a

community development district ("CDD") does not in any way impact or change the applicability of any governmental planning, environmental and land development laws, regulations, and ordinances. A CDD cannot take any action that is inconsistent with the comprehensive plan, code of ordinances or regulations of the city, town, or county within which it is located. Adding additional land to the District will not change this.

20. Based on your experience, do you have an opinion as to whether the services and facilities to be provided by the District, will be incompatible with the capacities and uses of existing local and regional community facilities and services?

Yes. It is my opinion that the proposed services and facilities to the Amended District will not be incompatible with the capacity and uses of existing local or regional community development services and facilities and will complement the current services and facilities. The District has been providing services and facilities since its establishment and will continue to do so. None of the infrastructure improvements that the District has previously provided or plans to provide exist on the Contraction Parcels in a manner which is beneficial to the proposed development.

21. Based on your experience, do you have an opinion as to whether the area to be included within the Amended District is amenable to being served by a separate special district government?

Yes. In my opinion, and to the best of my knowledge, the area identified in the petition is amenable to being served by a separate special district government.

22. What is the basis for your opinion?

The District is limited in purpose and the infrastructure improvements to be provided by the District are limited in scope. This infrastructure is expected to directly benefit the development and may be adequately served by a special district government. In addition, special district governance provides a mechanism whereby long-term maintenance obligations can be satisfied by the persons primarily using the facilities and services.

23. Do you have an opinion, as someone experienced in land planning, as to whether the District, as amended, is a viable alternative for delivering community services and facilities to the areas that will be served by the Amended District?

Yes. It is my opinion that the Amended District remains the best alternative for providing the existing services and facilities as compared to the Town, the County or a property owners association.

From a planning perspective, the proposed Amended District is the best alternative available to provide the necessary infrastructure improvements. As a special-purpose local government, the District is a stable, long-term public entity capable of constructing, maintaining and managing the proposed elements of infrastructure of the necessary facilities and services. The limited purpose and scope of the District, combined with the

statutory safeguards in place, such as notice of public hearings and access to district records, would ensure that the District is responsive to the infrastructure needs of the District. The District would be able to obtain low-cost financing to provide the necessary improvements and then impose special or non-ad valorem assessments upon the property owners within the District to fund the infrastructure thus limiting costs to the general public.

Only a CDD allows for the independent financing, administration, operations and maintenance of the land within the District. Only a CDD allows district property owners, and eventually residents, to completely control the district board and, therefore, the timing and extent of infrastructure improvement and maintenance. Knowing when, where and how infrastructure will be needed to service the projected population of an area allows for the smooth delivery of those facilities. The District exceeds other available alternatives at focusing attention to when and where and how the next system of infrastructure will be required for this specific area. This results in the full utilization of existing facilities before new facilities are constructed. It reduces the delivery cost to the citizens being served. All other alternatives do not have these characteristics.

24. In the course of your work in Florida, have you had an opportunity to work with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes. In the course of producing planning documents for private development proposals, I have often referred to the State Comprehensive Plan.

25. In the course of your work in Florida, have you had an opportunity to review local government comprehensive plans?

Yes. In fact, I have reviewed the Town of Dundee Comprehensive Plan many times in the course of my work.

26. Based upon your training and experience as a land development engineer, do you have an opinion as to whether the boundary amendment of the District is inconsistent with any portion or element of the Comprehensive Plan of the State or the Town?

Yes, I do.

27. What is that opinion?

In my professional opinion, the proposed boundary amendment of the District is not inconsistent with any applicable provisions of the State or Town Comprehensive Plan.

28. Does this conclude your testimony?

Yes, it does.

BEFORE THE TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

IN RE:	PETITION TO AMEND THE BOUNDARY	)
	OF THE WEIBERG ROAD	)
	COMMUNITY DEVELOPMENT DISTRICT	)

AFFIDAVIT ADOPTING WRITTEN PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF ORANGE

I, Jillian Burns of Governmental Management Services-Central Florida, LLC, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Jillian Burns and I am District Manager at Governmental Management Services-Central Florida, LLC. My business address is 219 E. Livingston St., Orlando, Florida 32801.

3. The prepared written pre-filed testimony consisting of five (5) pages, submitted under my name to the Town Commission of the Town of Dundee, Florida relating to the boundary amendment of the Weiberg Road Community Development District and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Weiberg Road Community Development District boundary amendment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning the managerial and operational aspects of special districts are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial and operational aspects related to the Petition to Amend the Boundaries of the Weiberg Road Community Development District, as supplemented.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 27th day of December 2023.

Jillian Burns

STATE OF FLORIDA
COUNTY OF Orange

SWORN TO and SUBSCRIBED before me by the Affiant, by means of ☑ physical presence or ☐ online notarization, on this 27 day of December 2023, by Jillian Burns.

SYANNE HALL
Notary Public - State of Florida
Commission # HH 470013
My Comm. Expires Dec 4, 2027
Bonded through National Notary Assn.

[notary seal]

(Official Notary Signature)
Name: Syanne Hall
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF JILLIAN BURNS FOR THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT BOUNDARY AMENDMENT

1. Please state your name and business address.

My name is Jillian Burns. My business address is 219 E. Livingston St. Orlando, Florida 32801.

2. By whom are you employed and in what capacity?

I am employed with Governmental Management Services-Central Florida, LLC ("GMS") and serve as District Manager and assessment administrator for community development districts.

3. Please briefly summarize your duties and responsibilities.

GMS provides management consulting services to community development districts and the real estate industry, including general management, accounting, recording, secretarial services, field services and assessment administration. GMS currently serves as the district manager for over one hundred and fifty (150) community development districts ("CDDs") in the State of Florida.

4. Do you work with both public and private sector clients?

GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I worked for Fishkind & Associates as a District Manager for over 10 years prior to my employment at GMS. I have extensive knowledge of special districts, governmental budgeting and finance issues, and the development process. I have more than fifteen (15) years of experience in providing management to special districts in the State of Florida.

6. Does your firm, Governmental Management Services-Central Florida, LLC, represent the Weiberg Road Community Development District?

Yes. Governmental Management Services-Central Florida, LLC, serves as District Manager, and Assessment Consultant.

7. Please describe your educational background.

I have a bachelor's degree from University of Central Florida.

8. Please describe your work with community development districts in Florida.

As a district manager through GMS, I serve both resident-elected and landowner-elected CDD boards. I assist the various Boards of Supervisors and residents by managing the accounting, official record keeping, operations and management of the assets acquired or constructed by the CDD. I have provided management services to over forty (40) active CDDs across Florida.

9. Are any of those community development districts of about the same size as the Weiberg Road Community Development District (the "District")?

Yes.

10. Are you familiar with the petition filed by the District seeking the amendment of its boundaries?

Yes, I am. I have prepared Exhibit 11 to the Petition to Amend the Boundaries of the Weiberg Road Community Development District, as supplemented, the Statement of Estimated Regulatory Costs ("SERC").

11. Have you previously worked with other petitioners and prepared a Statement of Estimated Regulatory Costs?

Yes.

12. Are the contents of the SERC true and correct to the best of your knowledge?

Yes.

13. Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the District?

Yes, I am.

14. Are you familiar with the parcels which the District seeks to add to and contract from its boundaries (together, "Boundary Amendment Parcels")?

Yes.

15. Does an amendment of a community development district impact or change the need for local land development regulations, ordinances, or plans?

No. Pursuant to Chapter 190, *Florida Statutes*, the establishment, amendment, or existence of a community development district does not change or impact the required

permits for land development with respect to comprehensive planning, environmental, and governmental planning. Likewise, the District is required by law not to be inconsistent with the comprehensive plan of the state or of the local government. All land development and other regulatory criteria will remain in place with the amendment of the boundaries of the District.

16. Do you have an opinion based on your experience in management of community development districts as to whether the District, as amended, will remain the best alternative for delivering community services and facilities to the areas that will be served by the proposed amended District? If so, what is your opinion?

Yes, I believe the proposed amendment of the District is the best alternative for delivering community services and facilities to the area to be included within the District.

17. What is the basis of your opinion?

To date the District has been the mechanism used to plan, finance, construct and operate the infrastructure within the District. The District has also planned and structured itself to serve the area proposed to be included now. The District has already started construction of the infrastructure needed to serve the District and is providing or will provide associated maintenance and operations services for that infrastructure. Amending the proposed lands within the boundaries of the District will allow for the continued provision of facilities and services to the lands within the District. Accordingly, the District is the best alternative to provide the facilities and services to all of the lands within its boundaries.

18. Do you have an opinion, as someone experienced in district management and operations, as to whether the District, as amended, is of sufficient size, is sufficiently compact, and sufficiently contiguous to continue to be developable as one functional, interrelated community?

Yes.

19. What is your opinion?

The proposed amendments to the d District will still be of sufficient land area and is sufficiently compact and contiguous to continue to be developed, with the existing roadway, drainage, water and sewer, and other infrastructure systems, facilities and services. The District, as amended, will continue to operate as one functionally interrelated community.

20. What is the basis for your opinion?

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. The amendment of the District

boundaries will not have any impact on the District's ability to act as one functional, interrelated community. The acres within the District are sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the district will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

21. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the District, as amended, is amenable to separate special district government?

Yes.

22. What is your opinion?

The District, as amended, will continue to be of sufficient size, compactness, and contiguity. Therefore, the area to be served by the proposed district is clearly amenable to separate special-district governance. The configuration of the District as amended is not unlike other districts with which I have represented. The District, as amended, will continue to be amenable to separate special district government.

23. What is the basis for your opinion?

Two criteria are needed to evaluate a land area as amenable to separate special district government: One, does the land area have need for the facilities and services and will its owners and residents benefit from facilities that the special district could provide? Two, is the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the District, as amended, is a planned community with a need for certain facilities and services that are being constructed and/or acquired by the District, and that are currently or will be operated or maintained by the District. All facilities and services anticipated to be constructed, installed, acquired, operated and/or maintained by the District are located in the boundary of the District's proposed amended boundary. As a result, the District is an efficient mechanism to oversee the operation and maintenance of the public facilities and services that are anticipated to serve the residents within its boundary.

Additionally, the District will remain of sufficient size, compactness and contiguity to constitute one functionally interrelated community. As a result, the District, as amended, will remain amenable to separate special district government.

24. Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services, and facilities of

the district, as amended, will be incompatible with the capacity and use of existing local and regional community development services and facilities?

Yes.

25. What is your opinion?

The proposed services and facilities of the District will not be incompatible with the capacity and uses of existing local or regional community development services and facilities. In fact, the District will continue to complement local and regional services.

26. Does this conclude your testimony?

Yes.

BEFORE THE TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

IN RE:	PETITION TO AMEND THE BOUNDARY	)
	OF THE WEIBERG ROAD	)
	COMMUNITY DEVELOPMENT DISTRICT	)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Polk

I, Warren K. (Rennie) Heath II, of the Weiberg Road Community Development District being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Warren K. (Rennie) Heath, II, and I am the Chairman of the Board of Supervisors of the Weiberg Road Community Development District ("District" or "Petitioner").

3. The prepared written, pre-filed testimony consisting of five (5) pages, submitted under my name to the Town Commission of the Town of Dundee, Florida relating to the Petition to Amend the Boundaries of the Weiberg Road Community Development District, as supplemented ("Petition"), and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Weiberg Road Community Development District boundary amendment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning the Petition, its exhibits and the reasons for amending the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the amended boundaries of the District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 27th day of December 2023.

Warren K. (Rennie) Heath II

STATE OF FLORIDA
COUNTY OF Polk

SWORN TO and SUBSCRIBED before me by the Affiant, by means of ☒ physical presence or ☐ online notarization, on this 27th day of December 2023, by Warren K. (Rennie) Heath II.

(Official Notary Signature)

Name: Bobbie Henley

Personally Known X

OR Produced Identification

Type of Identification

[notary seal]

Notary Public State of Florida
Bobbie Henley
My Commission
HH 191373
Exp. 2/17/2026

TESTIMONY OF WARREN K. (RENNIE) HEATH, II FOR THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT BOUNDARY AMENDMENT

1. Please state your name and business address.

My name is Warren K. "Rennie" Heath. My business address is 346 E. Central Ave., Winter Haven, Florida 33884.

2. By whom are you employed and in what capacity?

I am Director of Development for Heath Construction and Management, LLC. I have been employed in my current position for over 30 years.

3. Are you a member of the Board of Supervisors ("Board") of the Weiberg Road Community Development District ("District")?

Yes, I am the current Chairman.

4. How long have you been serving on the District's Board of Supervisors?

A little over one (1) year, ever since its establishment.

5. Briefly summarize your duties and responsibilities as a member of the District's Board of Supervisors.

I am a voting member of the Board of Supervisors, and I am granted various authorities at times to take actions on behalf of the District.

6. Have you been authorized by the District to present testimony at this hearing?

District Resolution No. 2022-34, attached to the Petition, as Exhibit 7, specifically authorizes me and other District staff to act on behalf of the District in the boundary amendment process.

7. Are you familiar with the *Petition to Amend the Boundaries of Weiberg Road Community Development District*, filed by the District with the Town of Dundee ("Town"), on or about November 11, 2022, as supplemented October 6, 2023 (together, the "Petition"), seeking to amend its boundary?

Yes.

8. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

9. Are there any changes or corrections to the Petition at this time?

No.

10. Are there any changes or corrections to any of the exhibits submitted to the Town at this time?

No.

11. Please generally describe each of the exhibits attached to the Petition.

Exhibit 1 is the map showing the general location of the existing District.

Comp. Exhibit 2 are the metes and bounds legal descriptions and sketches of the external boundaries of the existing District.

Comp. Exhibit 3 are the metes and bounds legal descriptions and sketches of the lands proposed to be contracted from the District (the "Contraction Parcels").

Comp. Exhibit 4 are the metes and bounds legal descriptions and sketches of the land proposed to be added to the District. (the "Expansion Parcels")

Comp. Exhibit 5 are the metes and bounds legal descriptions and sketches of the District's boundaries after amendment.

Comp. Exhibit 6 contains the *Consent and Joinder of Landowner to Contraction in the Weiberg Road Community Development District*, and the *Consent and Joinder of Landowner to Inclusion in the Weiberg Road Community Development District*, executed by the landowners of the Contraction Parcels and the Expansion Parcels, respectively, which represents the consent of one hundred percent (100%) of the owners of the lands to be included within and contracted from the District.

Exhibit 7 is a copy of the District's Board of Supervisors' Resolution No. 2022-34, adopted on September 21, 2022, authorizing the filing of a petition to amend the District's boundaries.

Composite Exhibit 8 depicts the designation of future general distribution, location and extent of the public and private land uses and zoning designation for the Expansion Parcels and the Contraction Parcels (together, the "Boundary Amendment Parcels"), by the existing and future land use plan elements of the Town's Comprehensive Plan.

Composite Exhibit 9 depicts the major trunk water mains, sewer interceptors and outfalls adjacent to the District, as well as the proposed drainage patterns within the Expansion Parcels.

Composite Exhibit 10 describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in Composite Exhibit 10.

Exhibit 11 is the Statement of Estimated Regulatory Costs prepared by the District Manager, Governmental Management Services-Central Florida, LLC.

Exhibit 12 is the authorization of agent form, which authorizes Roy Van Wyk, Esq. of Kilinski Van Wyk, PLLC, to act as agent for the District.

12. To the best of your knowledge, are the contents of the Petition and exhibits attached to it true and correct?

Yes.

13. Are you familiar with the boundary amendment parcels?

Yes.

14. In acres, approximately how large is the existing District?

The existing District consists of 303[1] acres of land.

15. How many acres are being added and contracted by the proposed boundary amendment?

A total of 26.9 acres will be contracted and a total of 70 acres will be added resulting in a total of approximately 346 acres in the amended District.

16. Where are the Boundary Amendment Parcels located?

The Boundary Amendment Parcels are located within the Town of Dundee, Florida.

17. What steps were taken with respect to filing the Petition?

On or about November 11, 2022, the District formally filed the Petition to Amend the Boundary of the Weiberg Road Community Development District with the Town. The District paid a statutory filing fee of $1,500.00 to the Town, in accordance with Section 190.046(1)(d)2, *Florida Statutes*.

[1] The total acreage of the District was previously estimated to be 298.28 acres, more or less, per Polk County Property Appraiser. As a result of a survey and preparation of the metes and bounds legal description of the surveyed lands, the total acreage of the District before amendment is 303 acres, more or less.

On October 6, 2023, following staff review and comments to the Petition, the District filed the Supplemental Petition to Amend the Boundaries of the District.

18. Has notice of the Public Hearing been provided in accordance with Section 190.005, *Florida Statutes*?

The Notice of Public Hearing will be published in the Ledger on the following dates: December 12th, December 19th, December 26th of 2023 and January 2nd of 2024.

19. Is the Ledger a newspaper of general circulation in the Town of Dundee, Florida?

Yes, it is.

20. And do you have proof of publication of those notices?

Not at this time, but as soon as we receive the proof of publication at the conclusion of the notice run, we will provide this documentation to the Town staff and submit an original proof of publication at the public hearing.

21. Are there residential units planned for development within the expanded District?

Yes.

22. Are there residents currently living within the areas of the Boundary Amendment Parcels, and, if so, have they been notified about the boundary amendment of the District?

No, there are no residents currently living within the areas being removed from or added to the District.

23. Would you please describe the proposed timetable for development of land within the District?

The proposed timetable for the construction of infrastructure to develop the land began in 2022 and is expected to continue through 2026.

24. Would you generally describe the services and facilities you currently expect the District to provide?

The District expects to participate in the acquisition and/or construction of road improvements, entry features and signage, water and sewer facilities, stormwater facilities, and recreation amenities. Capital costs of these improvements, including associated contingencies and professional fees, will be borne by the District.

25. Are these costs expected to include the cost of acquiring land from the developer?

No.

26. In general, what financing methods does the District propose that the District use to pay for the anticipated facilities and services?

The District will finance certain services and improvements through the issuance of tax-exempt bonds. The debt issued by the District will be retired by funds from landowners in the form of "non-ad valorem" or "special" assessments on benefitted property within the District. Ongoing maintenance and operational activities will be funded by maintenance special assessments. Any facilities not financed with a bond issue, will be funded by the developer through conventional methods.

27. Who will be responsible for paying the District's assessments?

Only those property owners, including the developer, within the District will be responsible for paying District assessments.

28. Will these debts of the District be an obligation of the Town or the State of Florida?

No. Florida law provides that community development district debt cannot become the obligation of a city, a town, a county, or the state without the consent of that government.

29. Will this boundary amendment impair the District's ability to provide infrastructure to its existing lands or impair its ability to meet its maintenance and debt service obligations?

No. This boundary amendment will have no impact on the District's abilities to fulfill its obligations to its existing landowners.

30. Does this conclude your testimony?

Yes.

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	RESOLUTION 24-01, CRYSTAL LAKE PRESERVE FINAL PLAT
SUBJECT:	The Town Commission will hear Resolution 24-01 for the Crystal Lake Preserve Final Plat
STAFF ANALYSIS:	Dundee Frederick, LLC (the "Owner" and/or "Applicant") requests approval of Final Plat for the Crystal Lake Subdivision for approximately 58.60 +/- acres of land located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, further described as parcels 272820-000000-021010, and 272820-000000-023010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Low Density Single-Family Residential (RSF-1) and Moderate Density Single-Family Residential (RSF-3).
FISCAL IMPACT:	No fiscal impact
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Staff report Resolution 24-01

TOWN OF DUNDEE
CRYSTAL LAKE PRESERVE
FINAL PLAT
STAFF REPORT

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: January 09, 2024

REQUESTED ACTION: Consider Final Plat for the Crystal Lake Preserve Subdivision, further known as parcels 272820-000000-021010 and 272820-000000-023010 (Resolution 24-01).

Background

Dundee Frederick, LLC (the "Owner" and/or "Applicant") requests approval of Final Plat for the Crystal Lake Subdivision for approximately 58.60 +/- acres of land located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, further described as parcels 272820-000000-021010, and 272820-000000-023010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Low Density Single-Family Residential (RSF-1) and Moderate Density Single-Family Residential (RSF-3).

Final Plat

Per Section 7.01.08 of the Land Development Code, the intent of the Final Plat is to establish a legal record of the plat. Whenever the provisions of this Code have been complied with and while the approval of the certified subdivision plan is in effect, the applicant shall submit the final plat for approval and recording. The final plat shall conform substantially to the approved CSP and, at the option of the subdivider, may constitute only that portion or phase of the approved CSP which is proposed to be recorded at that time. Upon approval of the final plat, the applicant may proceed with obtaining building permits within the subdivision and the plat shall be forwarded by the town clerk to the Board of County Commissioners of Polk County for review and approval in accordance with county procedures. The original plat shall then be submitted to the clerk of the circuit court for recording within the public records of Polk County.

Per Section 7.01.13 of the Land Development Code, approval of the final plat shall not constitute acceptance of any area or facilities offered by said plat for dedication to the Town of Dundee. The Town Commission shall not accept dedication of required improvements nor release nor reduce a performance bond until the town is satisfied that all required improvements have been properly completed and until the engineer or subdivider has certified, through submission of a detailed "as-built" survey plat of the subdivision indicating location dimensions, materials, and other information required by the Town, that the layout of the line and grade of all public improvements is in accordance with construction plans for the subdivision and that a title insurance policy has been furnished to and approved by the Town attorney indicating that the improvements shall have been completed, are ready for dedication to the Town and are free and clear of all liens and encumbrances. Upon such approval and recommendation, the Town Commission shall thereafter accept the improvements for dedication in accordance with the established procedure.

Final Plat Comments

As required, the Final Plat is substantially similar to the Certified Subdivision Plan (CSP). The applicant submitted all required materials, which were reviewed by Town staff. The applicant is requesting to bond the outstanding site development improvements. As required, the applicant is providing a performance and maintenance bond for the project.

Consistent with Section 7.01.08 of the LDC, the applicant is requesting the Town Commission's approval of the Final Plat for the Crystal Lake Preserve Subdivision with the conditions as outlined in Resolution 24-01.

Conditions of Approval

1. Approval of the plat entitled "Crystal Lake Preserve Subdivision" is conditioned upon the Town Commission approval of a Development Agreement to address completion of 100% of the improvements and acceptance of a bond, which can be found in Resolution 24-01 along with other conditions listed in the Resolution.

Town Commission Review

Following its own review, the Town Commission shall either approve the Final Plat or disapprove with reasons stated. The Town Commission has the authority to approve or disapprove any street name. Should any adverse review comment or recommendation be made by the Town Commission which may require a revision of the proposed Final Plat, the necessary revisions may be made for reconsideration at the applicable step within the review process.

MOTION OPTIONS:

1. I move **approval of Resolution 24-01,** approving the Final Subdivision Plan for recording for the Crystal Lake Preserve Subdivision.

2. I move **approval with changes of Resolution 24-01,** approving the Final Subdivision Plan for recording for the Crystal Lake Preserve Subdivision.

3. I move **continuing Resolution 24-01** to a date certain.

4. I move **denial of Resolution 24-01**.

Attachment: Resolution 24-01

Space for Recording

RESOLUTION NO. 24-01

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "CRYSTAL LAKE PRESERVE SUBDIVISION" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (GENERAL LOCATION: NORTH SIDE OF FREDERICK AVE, APPROXIMATELY ¼ MILES EAST OF THE INTERSECTION OF US HIGHWAY 27 AND FREDERICK AVE IN DUNDEE FLORIDA, FURTHER IDENTIFIED AS POLK COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBERS: 272820-000000-021010, and 272820-000000-023010).

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, on November 8, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") approved and passed Resolution No. 22-50 (the "Resolution") conditionally approving the Certified Subdivision Plan ("CSP") for the proposed Crystal Lake Preserve Subdivision (the "Subdivision"); and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, Dundee Frederick, LLC (the "Owner" and/or "Applicant"), an active Florida limited liability company, is the owner of the of the below-described lands and has submitted that certain plat entitled "Crystal Lake Preserve" (the "Plat") for approval for filing by the Town Commission of the Town of Dundee in accordance with Chapter 177 of the Florida Statutes,

Section 7.01.00 of the Town of Dundee Land Development Code (the "LDC"), and the Resolution (see **Exhibit "A"**); and

WHEREAS, the Subdivision is to occur on approximately 58.60 +/- acres which are located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272820-000000-021010, and 272820-000000-023010, (collectively referred to as the "Property"); and

WHEREAS, copies of the Plat, location map, and boundary survey for the Subdivision are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit "A"**), upon acceptance by the Town Engineer of all subdivision improvements, or the Town's acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, the Owner requests that the Plat for the Subdivision be approved by the Town Commission prior to all the dedicated and required infrastructure and/or improvements being satisfactorily installed and/or constructed; and

WHEREAS, the Owner has provided an acceptable performance bond (the "Bond") in the amount of 125% of the estimated cost of all required and/or publicly dedicated and required infrastructure and improvements onsite and offsite in favor of the Town of Dundee; and

WHEREAS, copies of the Bond and Engineer's Cost Estimate are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, the Bond (see **Exhibit "C"**) ensures the completion of the dedicated and required infrastructure and improvements for the Subdivision as shown on the Plat (see **Composite Exhibit "B"**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit "A"**); and

WHEREAS, the Plat was reviewed by Town staff and Town consultants and, pursuant to said review, determined to meet the requirements of Chapter 177 of the Florida Statutes and applicable provisions of the LDC and Town of Dundee Code of Ordinances; and

WHEREAS, on January 9, 2024, pursuant to Florida law, applicable provisions of the Town of Dundee Code of Ordinances and Land Development Code, and the Resolution (see **Exhibit "A"**), the Owner requested and that the Town Commission review and conditionally approve the Plat (see **Composite Exhibit "B"**) for filing; and

WHEREAS, on January 9, 2024, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat for acceptance and recording; and

WHEREAS, pursuant to the LDC and Florida law, the Town Commission may by resolution, approve the Plat and dedication(s), and/or conditionally approve the Plat and dedications; and

WHEREAS, on January 9, 2024, the Town Commission found that the conditional approval of the Plat (see **Composite Exhibit "B"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution (see **Exhibit "A"**), and the Town of Dundee Land Development Code; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution No. 24-01 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution No. 24-01 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Plat Acceptance. The applicant, Dundee Frederick, LLC, an active Florida limited liability company, is the owner of the real property and/or lands more specifically described in **Composite Exhibit "B"** which is attached hereto and incorporated herein by reference. The Ohio Casualty Insurance Company, LLC, has provided a performance bond, which is attached hereto as **Composite Exhibit "C"** and incorporated herein, issued by the Harco National Insurance Company in the amount of **$2,620,281.00**, or 125% of the cost of all outstanding dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, in order to ensure completion of all dedicated and/or required infrastructure and improvements within the proposed Crystal Lake Preserve Subdivision (the "Subdivision") and shown on the Plat (see **Composite Exhibit "B"**) being approved for filing herein. Further, the estimate of the costs of completing said dedicated and required infrastructure and improvements is in the amounts as presented by an authorized representative of the Owner and approved by the Town's Engineer, as more specifically identified on **Composite Exhibit "C"** attached hereto and incorporated by reference.

That certain plat entitled "Crystal Lake Preserve," as described in **Composite Exhibit "B"** and attached hereto and incorporated by reference, was presented to the Town Commission on January 9, 2024. The Town Commission, having reviewed the Plat for filing, conditionally approves the plat and authorizes the Mayor and Town Clerk to sign the copy of the plat to be recorded.

Section 3. Conditions. Approval of the Plat (see **Composite Exhibit "B"**) is conditioned, as follows:

(a) The Town of Dundee does not accept the utility systems for the subject lands

which includes, but shall not be limited to, water and wastewater systems until all such systems as may be constructed and/or noted by the Resolution (see **Exhibit "A"**) and on the Plat (see **Composite Exhibit "B"**) have passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town standards.

(b) No Certificates of Occupancy ("CO") for any structures constructed thereon and/or within the Subdivision will be issued until all such street and utility systems, and other required infrastructure and improvements as required by the Resolution (see **Exhibit "A"**), the LDC, Town of Dundee Code of Ordinances, and applicable Florida law are fully operational and have been approved and accepted by the Town of Dundee, Florida.

(c) All surface and/or storm water systems for the Subdivision, as shown on the Plat (see **Composite Exhibit "B"**), being approved for filing herein shall be dedicated to the Homeowners Association established by or on behalf of the Subdivision which, along with the developer, shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems, including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it will not accept said surface and/or storm water systems.

Section 4. Authorization. The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the acceptance of the infrastructure and required infrastructure and improvements for the Subdivision which includes, but shall not be limited to, negotiating and executing any documentation necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements more specifically identified by the Plat (see **Composite Exhibit "B"**).

Section 5. Conflicts. All Resolutions in conflict herewith are repealed in order to give this Resolution full force and effect.

Section 6. Severability. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 7. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the Town Manager or her designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 8. Effective Date. This Resolution shall take effect upon passage and shall remain valid for one (1) year from the date of passage by the Town Commission of the Town

of Dundee.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 9th day of January 2024.

TOWN OF DUNDEE

_____
Sam Pennant, Mayor

ATTEST WITH SEAL:

_____
Trevor Douthat, Town Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Town Attorney

RESOLUTION NO. 22-50

EXHIBIT "A"

RESOLUTION NO. 22-50

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE CRYSTAL LAKE PRESERVE SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE CRYSTAL LAKE PRESERVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Crystal Lake Preserve Subdivision (the "Subdivision") is to occur on approximately 58.60 +/- acres which are located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272820-000000-021010, and 272820-000000-023010, (collectively referred to as the "Property"); and

WHEREAS, the location map for the Property is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code ("LDC"), JSK Consulting, INC (the "Applicant") submitted a Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on April 13, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 2.75 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 237 single-family lots and 2.75 +/- acres of recreational land to be owned and maintained by a Home Owner's Association; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and//or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.

2. The Crystal Lake Preserve Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Crystal Lake Preserve Subdivision (the "Subdivision") is located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272820-000000-021010, and 272820-000000-023010, (collectively referred to as the "Property").

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:

    a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.

    b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.

    c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included where as composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.

    d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.

    e. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.

5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or

improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

   For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

   (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and

   (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The

form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Landings at Lake Mabel Loop Certified Subdivision Plan.

8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE

Mayor – Sam Pennant

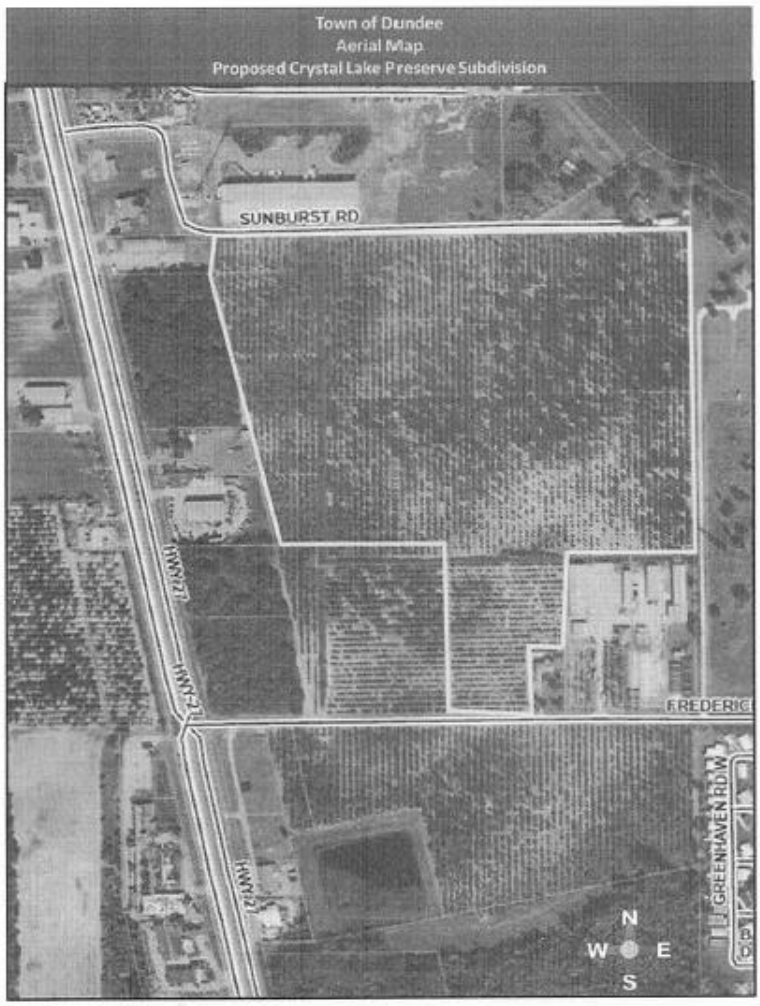
ATTEST:

Town Clerk – Jenn Garcia

Approved as to form:

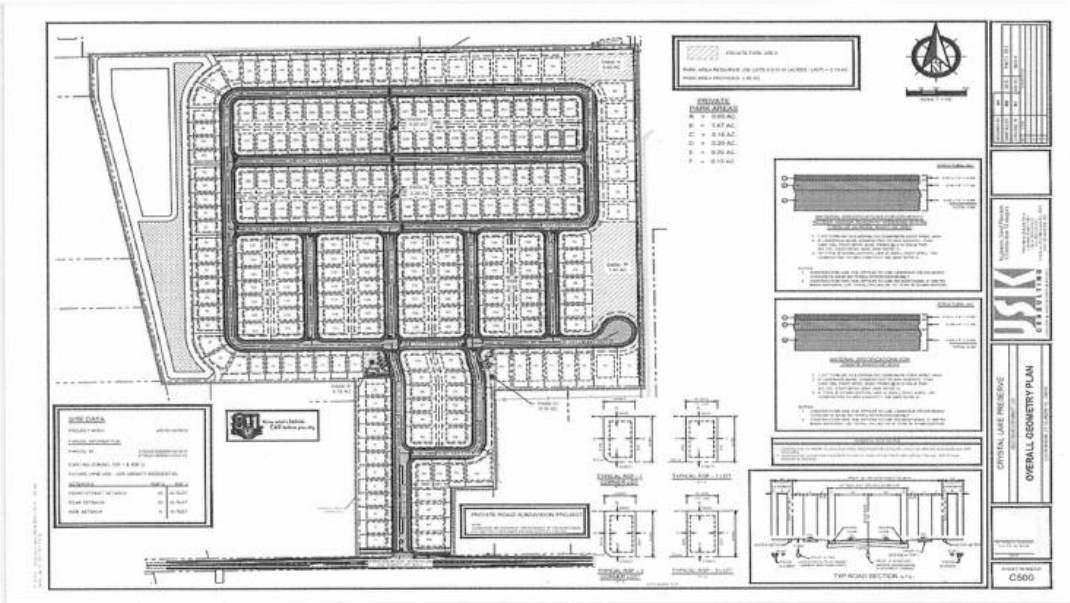
Town Attorney – Frederick J. Murphy, Jr.

RESOLUTION 22-50 EXHIBIT A
LOCATION MAP



Resolution 22-50
Crystal Lake Preserve Certified Subdivision Plan (CSP)
Page 8

RESOLUTION 22-50 EXHIBIT B
CERTIFIED SUBDIVISION PLAN



RESOLUTION 22-50 EXHIBIT C
COMMENT LETTERS

DEAKIN PROPERTY SERVICES

Bayshore Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811

October 25, 2022

Matthew K. Johnson, PE (via email: matthew@jsk-consulting.com)
President JSK Consulting
5904 Hillside Heights Drive
Lakeland, FL 33812

RE: Crystal Lake/Dundee Ridge PUD
Revise Traffic Impact Study, Review Comments

Attached is a copy of the October 21, 2022, traffic review comments letter on the Crystal Lakes project traffic methodology. This is the letter to Brenda Carter that I had mentioned to you previously regarding what needs to be included in an approved traffic methodology.

While you understand the methodology and what needs to be done, as noted in the last item in the attached October 21, 2022, comments letter, please send me a senior Traffic Methodology Statement so that I can review and approve your methodology. Please provide detail, on the software, documentation, and procedures that you plan to use. This will save time by ensuring that we are in agreement on the parameters, procedures and needed results.

Additionally, when you send traffic related information, letters, reports etc., to Brenda Carter, Town of Dundee; you can also cc me so that Brenda has a copy for her files; plus, I have a copy that I can review quickly.

Deakin Property Services, Inc.

George Deakin, P.E.
Vice President
Office: 813-839-2811
Mobile: 813-765-9796
E-Mail: George@DeakinPropertiesInc.com

Attachment: October 21, 2022, letter to Brenda Carter
cc: [illegible]

DEAKIN PROPERTY SERVICES

Bayshore Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811

RESOLUTION 22-50 EXHIBIT D
COMMENT LETTERS

RAYL ENGINEERING & SURVEYING, LLC

October 5, 2022

Ms. Sandra Davis
Town Manager
Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8130
(sdavis@townofdundee.com)

RE: Engineering Staff Comments on Resubmittal of Crystal Lake Subdivision Construction Plans (RRS 400-146)

Ms. Davis,

We have reviewed the above referenced resubmitted site development plans site development plans in accordance with Town Code 7.01.07 (CSP requirements) and 3.06.00 (stormwater requirements), as well as a general review of the plans and design, and have the following comments.

Note that the design and the plan set are still undergoing significant reexamination and significant revision by the consultant, and need more such attention to fully respond to prior review comments and to resolve internal inconsistencies (some review comments had not been responded to at all, and some still have not been responded to completely – see below). As a result, approval by the Town cannot be contemplated at this time without further revision and review. Comments derived from specific code requirements have been provided as noted above.

Examples are provided for the comments provided below, but the examples given are not all-inclusive of items that need attention and/or revision. We encourage the consultant to carefully review the design and plans and correct all inconsistencies and other instances that are affected by the noted comments before the next resubmittal.

Code comments:

- Comments per Town Code 7.01.07 are indicated on the attached checklist of required items
- Comments per Town Code 3.06.00 are indicated on the attached checklist of required items

Comments from our previous letter:

We have reviewed the plans in light of our previous letter of July 19, 2022 and find the following comments to be outstanding or requiring additional response from the applicant. Only comments requiring further attention are shown here. If a prior comment is not cited here, the response received was satisfactory.

a. It appears that the comments provided in the Town Code checklist attached to our July 19 letter have not been addressed, except for a few items that were identified and discussed in greater detail in the letter. The checklist items are Town Code requirements and must be addressed and the comments closed in the same manner as individually-drafted comments are addressed. A copy of the checklist originally attached as part of the July 19 letter is attached to this letter for your attention and response.

b. Note that in the checklist, the item on page 2 that starts with the words "Storm drainage into natural water

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www.rayleng.com

RAYL ENGINEERING & SURVEYING, LLC

bodies" is deemed to have been satisfied by your use of the Alternate C notch-type discharge structure and permanent pool. This determination was made based upon review of SWFWMD Technical Procedure Number TP/WP-022 "Wet Detention Design Pool Requirements and Alternatives," dated August 27, 1990.

c. The item discussed above in (b) above has been marked as satisfactory on the attached checklist, as have the other items mentioned in (a) above. All other items remain open/unresponded and need your attention and response.

New comments:

1. A backup generator for the lift station is required. Please provide a note on the lift station sheet stating that a generator is required and that the lift station control panel must accommodate the connection. In addition, please add the requirement that the shop drawing submittal for the generator shall include calculations signed and stamped by a registered electrical engineer demonstrating that the generator is suitably sized for the size and operation of the lift station pumps, and that the generator and lift station proposed will operate together as a cohesive unit.

2. The Hydromatic S4P pump specified does not meet requirements for solids handling. The requirement, per Haines City 9.21.1, is that the pump must be able to handle a 3" solid sphere. The specified pump states it is capable of handling 2" solids. Please review and specify a pump that meets the requirements, then change the calculations document and plans accordingly.

3. The 30" base slab of the lift station wet well must be securely attached to the wet well walls so that in an uplift event the weight of the thickened base slab will act as a single unit with the rest of the lift station structure to resist uplift forces. No details are shown for the connection between the slab and the walls – please provide details/notes that show how the slab and the walls are attached and that the specified attachment method will sustain the uplift forces anticipated.

4. On the lift station sheet, elevation "Dim H" is labeled "top of pump bolt." The elevation given, however, is only 1.5' above the lift station wet well floor. The S4P is taller than 1.5' – please review this callout and revise as needed.

5. On Sheet C090 and elsewhere in the plan set there is a note requiring signs posted that the HOA maintains the roads. The title of the note, however, appears to indicate the sign should also apply to storm water management ("SWM"). Please review and revise as needed.

6. On Sheet C725A, the last run of pipe – between ST-165 and ST-166 – is shown as ADS-PP rather than RCP, which is correctly shown on Sheet C610. Please correct Sheet C725A to show the correct RCP pipe material.

7. On Sheet C725A, please add the following note: Per Town Code 5.04.05.6 adjacent to the outfall pipe where it enters the Primary Shoreline Protection Zone: "Completely restore any portion of the primary shoreline protection zone damaged during construction."

8. On Sheet C611, sections C through M refer to "tot line" – it is unclear just what this denotes, as there are not actual tot lines in the areas depicted. Perhaps this is a reference to the grade break line in the pad, or??? Please clarify and relabel.

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RESOLUTION 22-50 EXHIBIT D
COMMENT LETTERS

RAYL ENGINEERING & SURVEYING, LLC

9. Show dispositions, e.g., cut at property line and plug, etc., of the 12" pipe that drains the existing onsite ditch along the north property line approximately 500' from the NE property corner.

10. In the Water Flow Analysis report, it states "The available water supply has been set at a minimum pressure of 40 psi. Please state the source of this figure. An assumed value is not acceptable here. Contact the Town of Dundee Utilities Department to obtain actual pressure and flow availability for use in the calculations, or have an independent test firm provide the figure based on site tests. Review and revise the calcs as necessary to reflect the actual figure.

11. Also in the water report, as noted on the attached requirements checklist, the required minimum fire flow is 1500 gpm for 30 minutes, taken from a single hydrant, with minimum residual pressure of 20 psi. Please review and revise the calcs and plans accordingly.

12. Please provide a comprehensive legend of symbols used on the plans. Many symbols and line types used on the plans are unlabeled and do not appear on the legend that is provided. For example, there is an unidentified heavy dashed line shown throughout the plan set (e.g., C3xx series, C5xx series, etc.) that appears to be approximately 10 feet outside what appears to be the actual project boundary, and is labeled as "Project Area (+/- 58.80 ac.) as if it is the actual project boundary, which it is not. Without a legend it is impossible to tell what line represents what on the plan set.

13. At the rear of lots 1-12 is a 25' strip labeled "Proposed 25' landscape and drainage easement." On Sheet C800 Landscape Plan, this strip is shown to include a 15' Type B Landscape Buffer, but the buffer stops in the middle of Lot 31. Why does the buffer stop? And why is the easement 25' wide instead of 15' only? No drainage facilities appear to be shown within the 25' strip on the C800 grading and drainage sheets.

14. On Sheet C500, typical lot plans, the sub note lists the lots which are considered RSF-3. The lot numbers given do not correspond with the plan layout. An lot 51 is also 80' wide. More confusing is the fact that the 80' lots are labeled on the typical lot plans as RSF-3, but are shown on plan Sheets C509 and C510 with RSF-1 setbacks. Please review this detail and the associated lots on the plan sheets and make sure the two groupings of information match each other.

Please review the comments above, revise the plans accordingly, and provide a detailed resubmittal letter outlining all responses to comments. After the resubmittal is received addressing the above comments, additional review will occur, and there will likely be additional comments provided.

Sincerely,

Glenn Clover
Senior Project Manager
Rayl Engineering and Surveying, LLC

Attachment: Town Code content requirements checklist, annotated
CC: Marisa Barnhart, CFRPC

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www.rayleng.com

Crystal Lake Preserve 22-50
12/13/22
10/15/22

TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN (CSP) CONTENT REQUIREMENTS CHECKLIST

Per Town Code 7.01.07, the following items of content must be included in the Certified Subdivision Plan.

✓ The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.

✓ The size of sheets shall be 24 inches by 36 inches.

___ CSP hall contain, in addition to the data provided on the PSP, the following:

✓ Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data

✓ All existing fire hydrants, underground and aboveground utilities on or adjacent to the proposed subdivision

O All existing streets on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing streets shall be dimensioned to the tract boundaries. All subdivisions shall have one (1) adequate access and no subdivision shall have access or frontage on a substandard street. TURNOVER PLAN FOR THIS SUBDIVISION FOR PHASE 2 ONLY

✓ Existing and proposed contours shown at not more than one-foot intervals and shall be extended a minimum of 100 feet beyond the boundaries of the proposed plat. USGS datum shall be used with benchmarks as shown on the plan.

O Site design, including streets with proposed street names and functional classification, lot lines, utility access and service easements. TURNOVER PROVIDED FOR PHASE 2 ONLY

✓ Typical roadway cross-section and profiles shall be provided, including all ROW for street and sidewalk construction.

✓ Roadway profiles shall display existing and proposed underground construction along the street centerline. Stationing base shall be at intervals of no less than 50 feet.

✓ A permit or permits from the jurisdictional permitting agency or agencies approving any access to state, county, or local roadways.

✓ Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.

n/a Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.

n/a On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and watershed name above the point of entry shall be noted.

n/a Identification and designation of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.

✓ All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of the Code, including pre-dev, postdev and heat outlet. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a permit or permits from the required permitting agency or agencies governing the proposed stormwater management system as required in the Ordinance. TURNOVER PROVIDED FOR PHASE 2 ONLY

✓ Utilities plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of lines, valves, pumps, fire hydrants, manholes, pump stations and other data as set

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RESOLUTION 22-50 EXHIBIT D
COMMENT LETTERS

Crystal Lake Preserve 22-195
7/19/22-
10/5/22-

TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN (CSP) CONTENT REQUIREMENTS CHECKLIST

Per Town Code 7.01.07, the following items of content must be included in the Certified Subdivision Plan.

✓ The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.

✓ The size of sheets shall be 24 inches by 36 inches

___ CSP half contain, in addition to the data provided on the PSP, the following:

✓ Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data

✓ All existing fire hydrants, underground and aboveground utilities on or adjacent to the proposed subdivision.

O All existing streets on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing streets shall be dimensioned to the tract boundaries. All subdivisions shall have one (1) ingress/egress access and no subdivision shall have access or frontage on a substandard street. PLEASE REVIEW THIS INFORMATION FOR PARTRIDGE AVENUE

✓ Existing and proposed contours shown at not more than one-foot intervals and shall be extended a maximum of 100 feet beyond the boundaries of the proposed plat. USGS datum shall be used with benchmarks shown on the plan.

O Site design, including streets with proposed street names and functional classification, lot lines, utility access and service easements. PLEASE REVIEW FUNCTIONAL CLASSIFICATION FOR PARTRIDGE AVENUE

✓ Typical roadway cross-section and profiles shall be provided including specification for street and sidewalk construction.

✓ Roadway profiles shall display existing and proposed underground construction along the street centerline. Stationing data shall be at intervals of no less than 50 feet.

✓ A permit or permits from the jurisdictional permitting agency or agencies approving any access to state, county, or local roadways.

✓ Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.

N/A Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.

N/A On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and watershed name where the point of entry shall be noted.

N/A Identification and designation of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.

OK ✓ All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of this Code, including on-site, positive and final outfall. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a permit or permits from the required permitting agency or agencies approving the proposed stormwater management system. AS STATED IN THE ATTACHED MEMO PLEASE PROVIDE A COPY OF THE SUBMITTAL PACKET CONTAINING THE REVISED DRAINAGE

9. Utilities plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of lines, valves, pumps, fire hydrants, manholes, pump stations and other data as set

1

✓ All swales, ditches, or canals shall have sufficient right-of-way provided to allow for the installation of the ditch, plus a minimum of a 20-foot maintenance berm on each side and a 15-foot property setback adjacent to the installation. Areas adjacent to the ditches and canals shall be graded in such a manner as to preclude the entrance of excessive runoff except at locations provided.

✓ The maximum side slope permitted shall be 3 to 1, with the top ditch bank rounded off. The minimum bottom width of outlet ditches and canals shall be four feet.

N/A All runoff from each individual unit must be handled to a point of positive outlet. No design of an individual unit shall be dependent upon the ultimate installation of a future unit.

N/A Where an existing outlet is being utilized and the capacity to handle any additional runoff is in question, data to support the design shall be included in the analysis. All ditches shall be sized using accepted engineering practices. In all cases, sufficient engineering data giving drainage area, velocity, and depth of flow is to be included in the drainage analysis.

N/A Unless unstable or highly erosive soil conditions indicate that a lower design velocity is desirable, or unless erosion protection is provided, the maximum allowable velocity shall be five feet per second. The maximum grade of the outlet ditch, likewise, shall be that grade which will produce a velocity of five feet per second. The maximum grade shall be that grade required to provide for design flow.

OK ✓ All retention/detention basins shall be easily accessible from streets or public rights-of-way, and shall be situated so that maintenance can be easily performed. All drainage facilities shall be of a low-maintenance type and designed to insure [illegible] ACCESSIBLE FOR MAINTENANCE OR IT SHOULD BE DESIGNED FOR ONE-OF-A-KIND MAINTENANCE

N/A Retention/detention basins shall be so designed that all detained water can be drained after the design storm is removed after 72 hours. If this is not accomplished by percolation and evaporation, the basin must include a bleed down system to relieve the excess amount and return it to the discharge side of the outlet structure. AND

✓ The side slopes of all detention basins shall be kept as flat as possible (maximum of four feet horizontal to one foot vertical), providing soil conditions are suitable to sustain plant growth and control erosion. If one inch or more of water remains in the retention basin for more than 72 consecutive hours, detention basins shall be enclosed with a gated, six-foot high chain link fence, except when the detention facility is a man-made lake or is part of a landscaped park or conservation scheme.

✓ Underground seepage systems are not allowed

✓ All submitted stormwater design plans shall include the following tabulations

___ Location and type of structure
___ Type and length of line
___ Drainage area
___ Runoff factor
___ Time of concentration to structure
___ Rainfall intensity
___ Total runoff
___ Hydraulic gradient control elevation
___ Hydraulic grade line, crown elevation, and flow line of each pipe
___ Physical drop in pipe
___ Hydraulic gradient loss
___ Diameter of pipe
___ Hydraulic gradient slope
___ Velocity

Resolution 22-50
Crystal Lake Preserve Certified Subdivision Plan (CSP)
Page 13

RESOLUTION 22-50 EXHIBIT D
COMMENT LETTERS

✓ Pipe material shall be reinforced concrete pipe (RCP). The minimum diameter shall be 15 inches.

O All structures shall be constructed of concrete and all fins and irregular projections shall be chipped off flush with the surface immediately following the removal of forms. All projecting wires and rods shall be cut off at least one-half inch under the surface. All rockbed produced by metal spacers, form ties, bolts, honeycomb spots, etc., shall be carefully cleaned, saturated with water, and then carefully packed with mortar. All construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. Joint filler shall be left exposed for its full length with clean edges. Mortar topping for upper horizontal surfaces shall not be used. Pened inserts shall be required. ADD NOTE TO PLANS

O For all concrete surfaces which are to receive a surface finish, the contractor shall remove the forms and finish the concrete immediately after the concrete has set sufficiently. Minimum manhole diameters for intersecting pipe sizes shall be as follows: up to 48" pipe, use 72" diameter manhole; for pipe larger than 48", use a special design manhole. ADD NOTE TO PLANS

✓ Inlets shall be spaced in such a manner as to accept 100 percent of the design runoff. The actual required spacing will depend on the characteristics of each particular site.

✓ Computation for drainage culverts, ditch sizes, and inlet spacings shall be based on the storm frequency design standards required in this code and shall be submitted for approval.

✓ All storm sewer layouts shall avoid abrupt changes in direction or slope and shall maintain reasonable consistances in flow velocity. Where abrupt changes in direction or slope are encountered, provisions shall be made to handle the resultant head loss.

Additional items

✓ Title block identifying the name and/or title of the proposed subdivision. The name shall not duplicate or closely approximate the name of any other subdivision recorded in the Public Records of Polk County, Florida. A single, unique name – the actual name of the subdivision – shall be used for each subdivision, with the exception of subsequent phases such as "Woodland Ranch Phase 3." Placeholder names such as "Group 4" are not acceptable. (Note that this requirement is a continuation of the requirement in the Preliminary Subdivision Plan phase.)

OK ✓ Where easements for underground pipes are proposed, easements must be a minimum width calculated as follows: pipe diameter + 2 feet on each side + (2 x depth to invert). Minimum easement width is 20 feet.
SEE NOTE IN LETTER.

O Pages of all plans, calculations, reports, and any other material submitted to the Town must be sequentially numbered. PLEASE SEQUENTIALLY NUMBER PAGES IN ALL PAPERS FOR THE NEXT SUBMITTAL AND ADD THEM HEREAFTER IN THE FORMAT OF 1 OF 100

O Fire flow requirement: Minimum 1000 gpm at minimum 20 psi residual for 30 minutes, measured at a single hydrant. If spacing between buildings is less than 10 feet, the requirement increases to 1500 gpm. Hydrant spacing – 500 feet maximum, measured as hoses will be laid along public road right-of-way.

O PLEASE RENEW AND REVISE CALCS AND PLACE TO CAPITAL. ALSO PLEASE REVISE Calculations and specifications documents signed and sealed by a professional engineer or other professional shall be signed and stamped on the index sheet of the document that describes in detail the contents of the document, e.g., the table of contents page. In compliance with Florida Administrative Code 61G15-23.001(3)(b). Signing and stamping the document cover sheet does not meet this requirement. ON RESUBMITTAL, PLEASE STAMP & SIGN EACH SHEET IN ACCORDANCE WITH F.A.C.

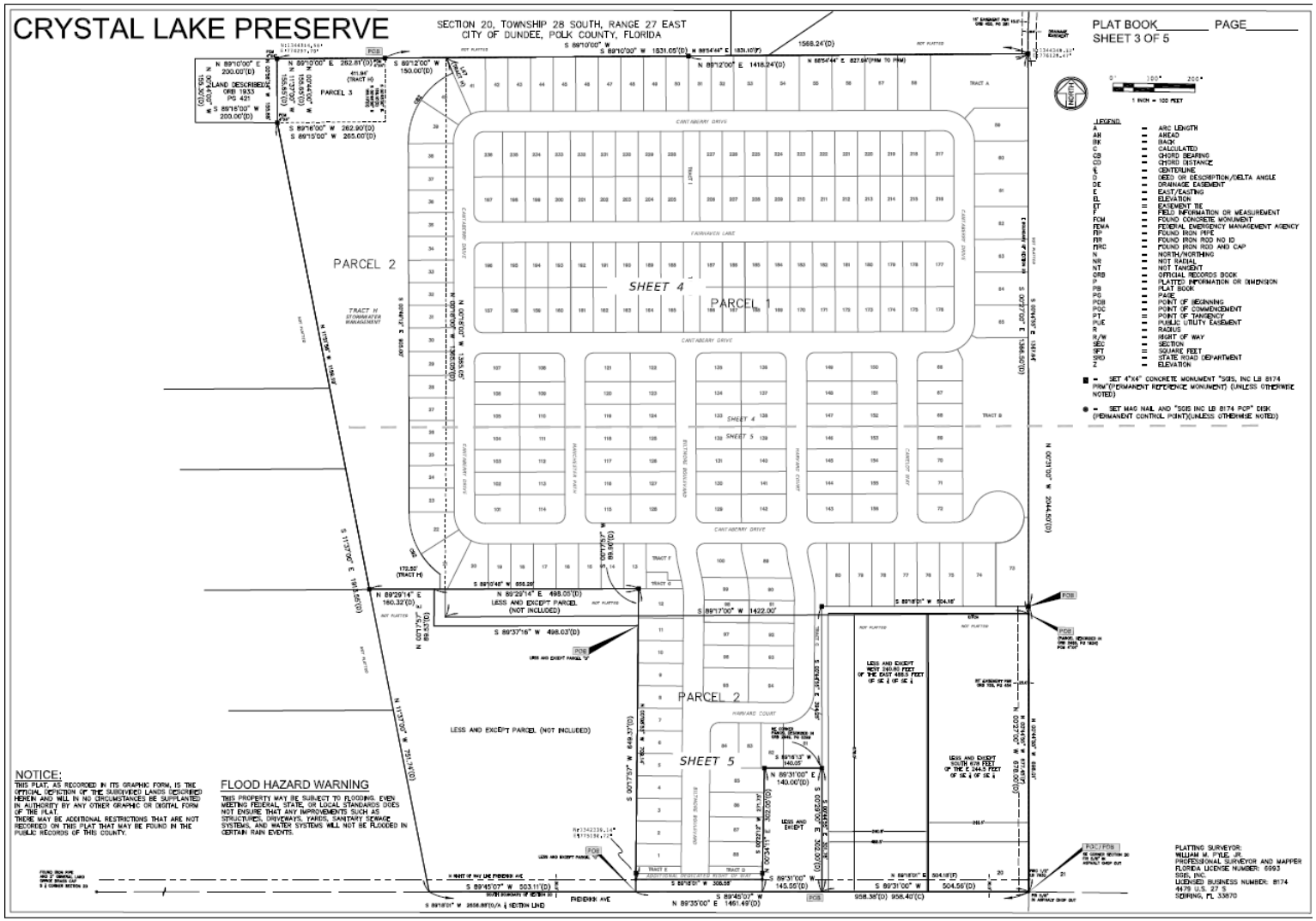
✓ Drawings signed and sealed by a professional engineer or other professional shall be signed and stamped on every sheet, in compliance with Florida Administrative Code 61G15-23.001(3)(a).

EVIDENCE FOR THE OBTAINING WATER-MAIN PRESSURE OF 40 PSI CITED IN THE REPORT. EITHER RAW DATA OR A SUMMARY OF TESTS BY AN INDEPENDENT CONTRACT CONSULTANT IS REQUIRED.

RESOLUTION NO. 24-01

EXHIBIT "B"

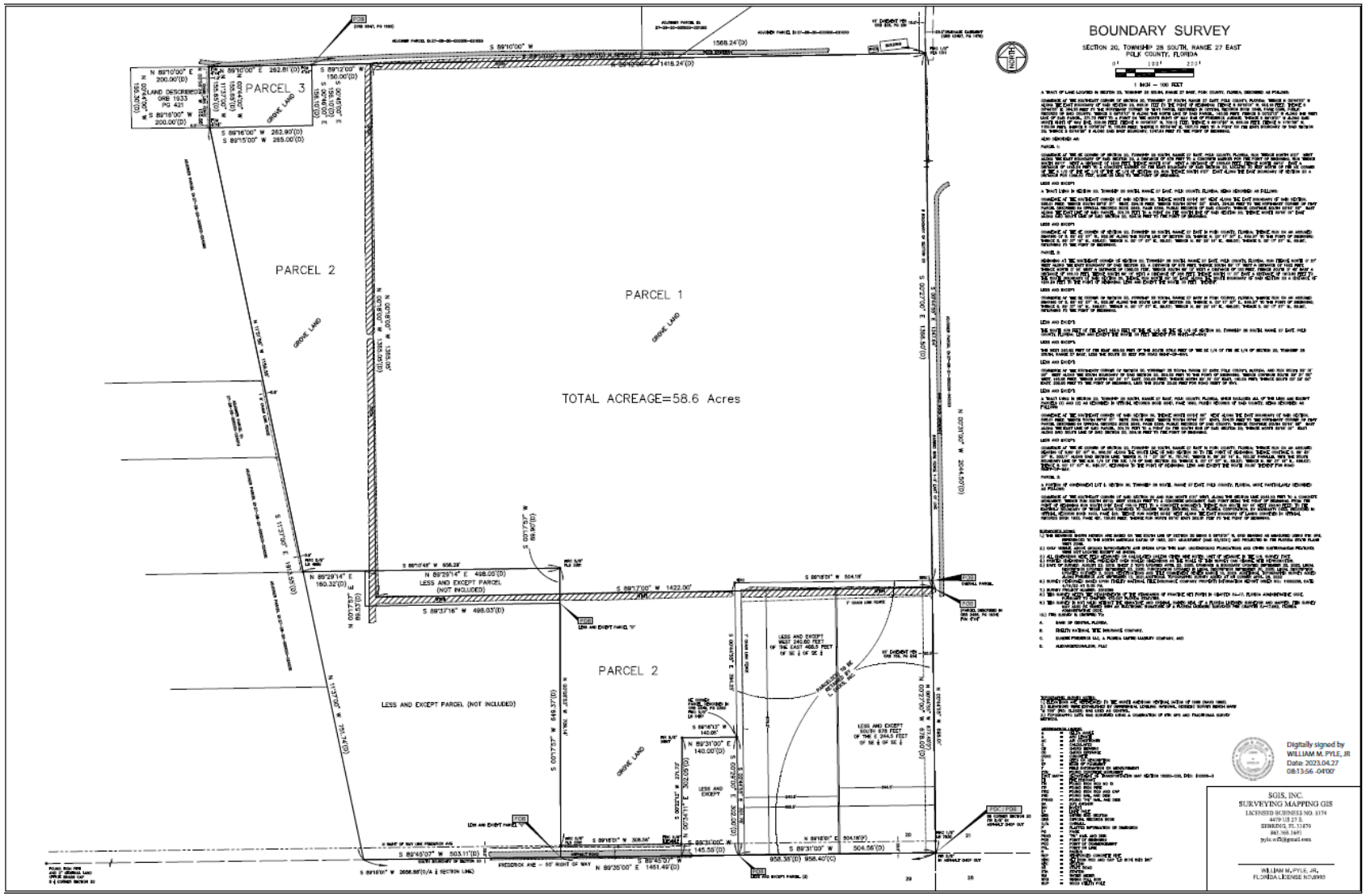
Plat



RESOLUTION NO. 24-01

EXHIBIT "B"

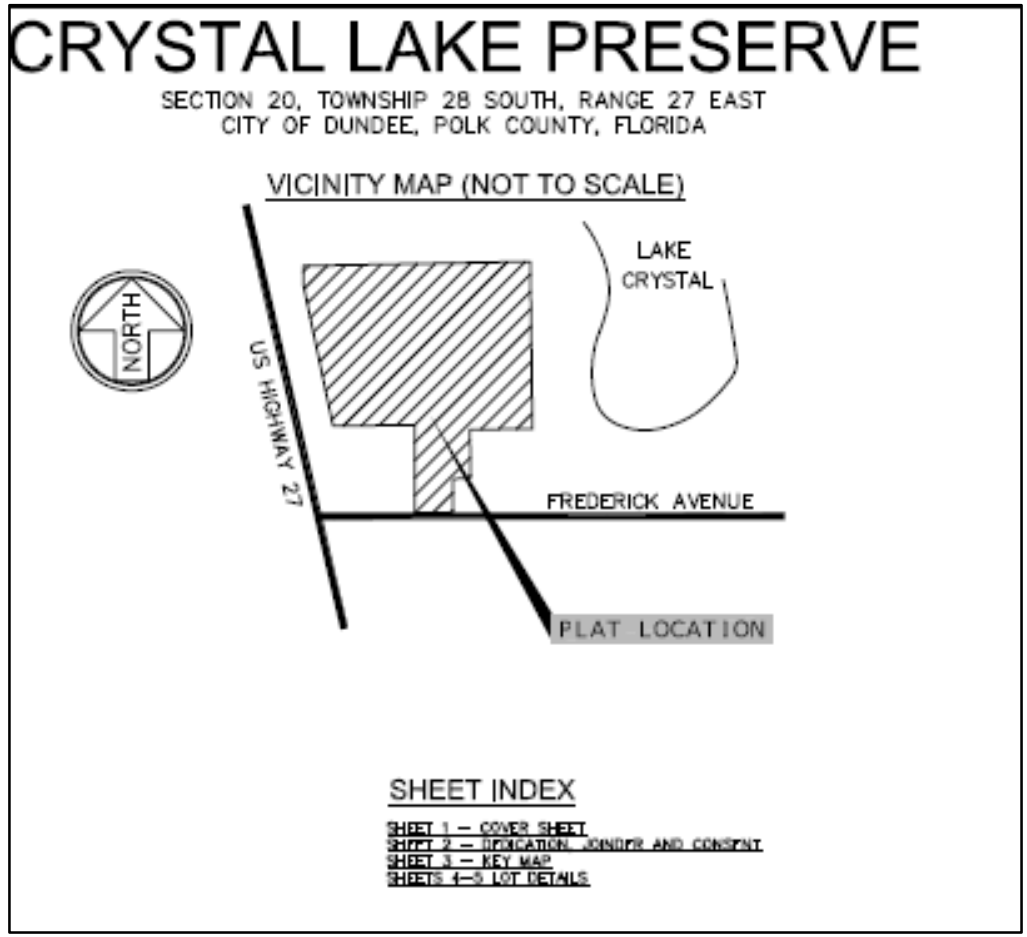
Boundary Survey



RESOLUTION NO. 24-01

EXHIBIT "B"

LOCATION MAP



RESOLUTION NO. 24-01
EXHIBIT "C"

PERFORMANCE BOND

Bond No. 41K236924

KNOWN ALL MEN BY THESE PRESENTS, That we, Dundee Frederick, LLC, as Principal, and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NH and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Town of Dundee, a political subdivision of the State of Florida, as Obligee, in the sum of Two Million Four Hundred Ten Thousand Six Hundred Fifty-Nine & 00/100 ($ 2,410,659.00 ---) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Town of Dundee Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Crystal Lake Preserve platted subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Town of Dundee Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Crystal Lake Preserve subdivision in accordance with the Plans and LDC by November 7, **20** 24 (the "Guaranty Period") and as verified by Town of Dundee Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or

Initials: _____

either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the Improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

The Ohio Casualty Insurance Company
9721 Executive Center Drive, Suite 105
St. Petersburg, FL 33702

The Principal at:

Dundee Frederick, LLC
9270 West Lake Ruby Drive,
Winter Haven, FL 33884

The Obligee at:
Town of Dundee
202 East Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials _____

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 7th day of November, 20 23.

PRINCIPAL:

Dundee Frederick, LLC
Name of Corporation

By: _____

Printed Name
Title: MANAGER
(SEAL)

Witness

Eric Mocco
Printed Name

Keri Martin
Witness

Keri Martin
Printed Name

SURETY:

The Ohio Casualty Insurance Company
Name of Corporation

By: _____

David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176

Printed Name & Title
(SEAL)

(attach power of attorney)

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED NEW HAMPSHIRE 1919

Seal No. 7503

Witness

Steven Schumacher
Printed Name

Melanie Braccia
Witness

Melanie Braccia
Printed Name

Initials _____

Page 3of 3

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Barch, David B. Shuck

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-6240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pistella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pistella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of November, 2023.

By: Renee C. Llewellyn, Assistant Secretary

Seal No. 7503

LMS-12873 LMIC OCIC WAIC Multi Co 03/21

Exhibit A to Bond

Engineers, Land Planners and Construction Managers
5904 Hillside Heights Drive • Lakeland, FL 33812
Phone: (863) 619-6131 • Facsimile: (863) 619-6103
www.jsk-consulting.com

ENGINEER'S COST ESTIMATE

October 26, 2023

Mr. Wes Donley
Dundee Frederick, LLC
2235 Crump Road
Winter Haven, Florida 33881

RE: Crystal Lake Preserve
Opinion of Probable Construction Cost for Remaining Unfinished Project Items

The purpose of this letter is to document remaining items to complete the captioned project. A representative from our office inspected the site on September 11th, 2023, and the following work remains to be completed.

No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization/General Conditions	1	EACH	$90,000	$90,000
2	Earthwork and Grading	1	EACH	$250,000	$250,000
3	Paving and Striping	1	EACH	$440,000	$440,000
4	Concrete (Curbs and Sidewalk)	1	EACH	$135,000	$135,000
5	Underground Utilities	1	EACH	$960,000	$960,000
6	Landscape and Irrigation	1	EACH	$60,000	$60,000
7	Fencing and Wall	1	EACH	$100,000	$100,000
8	On-Site Wastewater Lift Station		EACH	$11,225	$11,225
9	Construction Layout, Testing and Sod	1	EACH	$50,000	$50,000
				Sub Total	$2,096,225
				Contingency @ 15%	$314,434
				TOTAL	**$2,410,659**

The balance to complete the aforementioned work is estimated at **Two Million Four Hundred Ten Thousand Six Hundred Fifty-Nine Dollars ($2,410,659)**. This opinion of probable construction cost shall serve as the basis for obtaining a bond for these unfinished items. If you have any questions or need any information, please let our office know.

Sincerely,

JSK CONSULTING

Matthew K. Johnson, PE
President

SURETY RIDER

Surety: The Ohio Casualty Insurance Company
Address: 9721 Executive Center Drive, Suite 105
St. Petersburg, FL33702
Phone: (727) 568-8733

Agent: ProSure Group, LLC
7217 Benjamin Road
Tampa, FL. 33634
Phone: (813) 243-1110

To be attached to and form a part of:
Crystal Lake Preserve
(Bond Name)

Bond No.: 41K236924

In favor of: Town of Dundee
(Obligee)

On behalf of: Dundee Frederick, LLC
(Principal)

Effective: November 7, 2023
(Original Effective Date)

It is agreed that, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

1. The Surety hereby gives its consent to and the intent of this rider is to:
   - ☒ Increase
   - ☐ Decrease
   - ☐ Change the effective date
   - ☐ Other:
   - ☐ Change the name of the principal
   - ☐ Change the address of the principal
   - ☐ Change the expiration date

   (of) the attached bond From: $2,410,659.00

   To: $2,620,281.00

   Effective: December 12, 2023

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this December 13, 2023

The Ohio Casualty Insurance Company
Surety

By:
David B. Shick, Attorney-In-Fact and
Licensed FL Resident Agent #A241176

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
Seal No. 7503

SURETY BONDS
Performance Bonds | Contract Bonds | License Bonds | Court Bonds
PSG

JSK CONSULTING

Engineers, Land Planners and Construction Managers
5904 Hillside Heights Drive • Lakeland, FL 33812
Phone: (863) 619 -6131 • Facsimile: (863) 619-6103
www. jsk-consulting. com

ENGINEER'S COST ESTIMATE

December 12, 2023

Mr. Wes Donley
Dundee Frederick, LLC
2235 Crump Road
Winter Haven, Florida 33881

RE: Crystal Lake Preserve
Opinion of Probable Construction Cost for Remaining Unfinished Project Items

The purpose of this letter is to document remaining items to complete the captioned project. A representative from our office inspected the site on September 11th, 2023, and the following work remains to be completed.

No.	Description	Quantity	Unit	Unit Cost	Total Cost
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2	Earthwork and Grading	1	EACH	$250,000	$250,000
3	Paving and Striping	1	EACH	$440,000	$440,000
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8	Construction Layout, Testing and Sod	1	EACH	$50,000	$50,000
9	Lift Station	1	EACH	$11, 225	$11,225
				Sub Total	$2,096,225
				Contingency @ 25%	$524,056
				TOTAL	**$2,620,281**

The balance to complete the aforementioned work is estimated at **Two Million Six Hundred Twenty Thousand Two Hundred Eight-One Dollars ($2,620,281,)**. This opinion of probable construction cost shall serve as the basis for obtaining a bond for these unfinished items. If you have any questions or need any information, please let our office know.

Sincerely,

JSK CONSULTING

Matthew K. Johnson, PE
President

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shack

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of December, 2023.

By: Renee C. Llewellyn, Assistant Secretary

Seal No. 7503

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, BELLA VISTA ERC RENEWAL

SUBJECT: The Town Commission will consider approval of the renewal of 112 Wastewater ERC.

STAFF ANALYSIS: The Town of Dundee entered into a Developer's Agreement around February 5, 2005, of 266 wastewater ERC Certificates numbered 1606 through 1871. On or about June 22, 2021, the Town Commission approved a Development Agreement for the reactivation and transfer of ERCs 1606-1648 and 1649-1685 to Vista Del Lago, LLC for the development of the Vista Del Lago, Phase II and Phase III.

November 3, 2021, Richmond American Homes of Florida became the owners of 74 of the mentioned ERCs (1686 to 1759) pursuant to a Special Warranty Deed. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 112 Wastewater ERCs representing 30,240 gallons per day (GPD) in equivalent capacity in the Ton's Wastewater Utility System represented by ERC Certificates # 1760-1871. The owner is requesting that the Town reactive 112 of the Wastewater ERCs for use in the Bella Vista Subdivision.

FISCAL IMPACT: $98,280.00 in Idle Capacity will need to be paid

STAFF RECOMMENDATION: At the will of the commission to approval the Renewal of 112 Wastewater ERCs

ATTACHMENTS: Agreement
Exhibit A – Hilltop Detail by Entity Name
Exhibit B – Seasons at Hilltop Idle Capacity Calculations

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

SECOND AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 9th day of January, 2024, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **HILLTOP GROVES, LLC**, a municipal corporation organized and existing under the laws of the State of Florida ("Owner").

RECITALS

1. On or about July 28, 2004, the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant (the "Agreement") a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. The Agreement provided for 266 ERCs totaling 71,920 gpd in equivalent capacity.

3. On or about February 5, 2005, the Owner executed receipts (collectively the "Receipts') acknowledging the receipt and acceptance of 266 Dundee Wastewater Treatment Facility ERC certificates numbered 1606 through 1871.

4. Copies of the Receipts are attached hereto as **Composite Exhibit "B"** and incorporated herein by reference.

5. On or about July 28, 2020, the Town and Owner entered into that certain Amendment To Agreement Regarding Reserved Capacity In The Town of Dundee's Wastewater Treatment Plant (the "2020 Amendment") reactivating forty-three (43) ERCs (Original ERC Certificates 1606 through 1648).

6. A copy of the 2020 Amendment is attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.

7. On or about July 22, 2021, the Town and Owner entered into that certain Amendment To Agreement Regarding Reserved Capacity In The Town of Dundee's Wastewater Treatment Plant (the "2021 Amendment") reactivating thirty-seven (37) ERCs (Original ERC Certificates 1649 through 1685).

8. A copy of the 2021 Amendment is attached hereto as **Composite Exhibit "D"** and incorporated herein by reference.

9. On or about November 3, 2021, Richmond American Homes of Florida, LP acquired 74 wastewater ERCs (Original ERC Certificates 1686 through 1759) from **HILLTOP GROVES, LLC**, a Florida limited liability company, by Special Warranty Deed (the "Deed").

10. Copies of the Deed and closing statement are attached hereto as **Exhibit "E"** and incorporated herein by reference.

11. On or about November 14, 2023, the Town and Richmond American Homes of Florida, LP entered into that certain Second Amendment To Agreement Regarding Reserved Capacity In The Town of Dundee's Wastewater Treatment Plant (the "2023 Amendment") approving the transfer and reactivation of twenty-five (25) ERCs represented by ERC Certificate Nos. 2022-50 through 2022-74 (Original ERC Certificates 1735 through 1759).

12. A copy of the 2023 Agreement is attached hereto as **Composite Exhibit "F"** and incorporated herein by reference.

13. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 112 Wastewater ERCs representing 30,240 gallons per day (GPD) in equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 1760 through 1871 (the "Owner ERCs").

14. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein.

15. The Owner ERCs expired on April 24, 2011.

16. On October 4, 2023, the Owner requested that the Town reactivate the Owner ERCs (Original ERC Certificates 1760 through 1871).

17. The 112 Owner ERCs requested for reactivation would have accrued One Hundred Seven Thousand Three Hundred Fifty-two Dollars and no cents ($107,352.00) in idle capacity charges from April 24, 2006 through January 24, 2024 which remains unpaid.

18. On June 23, 2020, the Town introduced and passed Resolution No. 20-13 (the "Resolution"). A copy of the Resolution is attached hereto as **Exhibit "G"** and incorporated herein by reference.

19. The Resolution provides for a temporary waiver of certain Town of Dundee Idle Capacity Fee(s) for a period of eighteen (18) months beginning on June 23, 2020 and automatically sunsetting on December 23, 2021.

20. In accounting for the temporary waiver provide for with the passage of the Resolution, the idle capacity charges for the Owner ERCs (Original ERC Certificates 1760 through 1871), totals Ninety-eight Thousand Two Hundred Eighty dollars and no cents ($98,280.00).

21. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement (see attached **Exhibit "A"**) and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

22. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 112 Owner ERCs and grants to the Owner an extension of the term of the 112 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates (Original ERC Certificates 1760 through 1871) through a period expiring January 24, 2025 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay **Ninety-eight Thousand Two Hundred Eighty dollars and no cents ($98,280.00)** in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Agreement and due through January 24, 2025 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of

Ordinances regarding the Wastewater Owner ERCs that are the subject of this Agreement, then Owner agrees to pay said idle capacity and/or charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of be **Ninety-eight Thousand Two Hundred Eighty dollars and no cents ($98,280.00)** in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control and when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond January 24, 2025 and the Owner ERCs extended herein shall expire on January 24, 2025.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with **RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership**, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment including, but not limited to, the provisions of Section 6 of this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws

and Ordinances and the terms of the Agreement, as amended, and this Amendment through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of

personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN:	TOWN OF DUNDEE P.O. Box 1000 105 Center Street Dundee, Florida 33838-1000 Attention: Town Manager
With a copy to: *(which shall not constitute notice)*	Frederick J. Murphy, Jr. Town Attorney, Town of Dundee P.O. Drawer 30 245 South Central Avenue Bartow, Florida 33830
OWNER:	HILLTOP GOVES, LLC 5529 US Highway 98 North Lakeland, FL 33809

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: _____
Print Name: _____
As Its: Mayor
Date: _____

By: _____
Print Name: _____
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM.

By: _____
Frederick J. Murphy, Jr.
Town Attorney

OWNER:

HILLTOP GROVES, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Signed and delivered
In the presence of:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of HILLTOP GROVES, LLC, on behalf of the company, HILLTOP GROVES, LLC. He is [ ] personally known to me or [ ] has produces _____ as identification and [ ] (did) [ ] (did not) take an oath.

_____
Signature of Person Taking Acknowledgement

_____
Name of Acknowledger Types, Printed, or Stamped

_____
Title or Rank

_____
Serial Number, if any.

EXHIBIT "A"

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Jim Gallagher
Simon Monroe

THIS AGREEMENT ("Agreement") is made on this 28th day of July, 2004, by and between **Hilltop Groves, LLC** (the "Developer/Owner") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

Town of Dund
P.O. Box 100
Dundee, FL 33838

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain **connection** fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

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necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least **700,000** gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

APR 25 2006

PAID
MID FLORIDA
CR# 07-448 3566716

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the **266 ERCs** for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

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5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

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from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

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With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

ATTEST:

By: _____
Town Clerk

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By: _____
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By: _____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

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Final Draft 07/28/2004

WITNESSES

Fighter Stanley

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires _____

Emily J Chafin
My Commission DD244879
Expires August 26 2007

Final Draft 07/28/20

Exhibit A

MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit

Date Issued: August 25, 2004 Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of USD **Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents ($583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Final Draft 07/28/20

Payment No. 3, for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004.**

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

Cameron D. Brock

Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

EXHIBIT B

Hilltop Groves

Receipt for (quantity)_____266___ Dundee Wastewater Treatment Facility ERC

Certificates number____1606___ to ___1871___.

Received By:

Date 2/10/05

Signed _____

Issued By:

Date 2/10/05

Signed _____

Please return original to Finance Department to replace certificates.

Town of Dundee
ERC Schedule
Wastewater Plant Expansion

Company	Development	Equivalent Residential Units	Certificate Numbers
Hilltop Groves	Hilltop	266	1606 -1871

Town of Dundee
ERC Schedule
Wastewater Plant Expansion

Company	Development	Equivalent Residential Units	Certificate Numbers
Hilltop Groves	Hilltop	266	1606 -1871

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Jim Gallagher
Jason Monroe

THIS AGREEMENT ("Agreement") is made on this 25th day of July, 2004, by and between **Hilltop Groves, LLC** (the "Developer/Owner") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

Town of Dund
P.O. Box 100
Dundee, FL 33838

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain **connection** fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

4

necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least **700,000** gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

APR 25 2006

PAID
MID FLORIDA
CR# 07-448 3566716

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the **266 ERCs** for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

4

5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

4

from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

4

11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

4

Final Draft 07/28/2004

With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

ATTEST:

By:_____
Town Clerk

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By:_____
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By:_____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

4

Final Draft 07/28/2004

WITNESSES

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires _____

Emily J Chafin
My Commission DD244879
Expires August 26 2007

07-448 3566716

MIDFLORIDA
Federal Credit Union
P.O. Box 8008 Lakeland, Florida 33802 941/686-7587

Employee #: 154 Receipt #: 425095938 Date: 04/25/2006 Time: 9:59:10

Account: 302997 Free Business Checking Sub: 1 Check #: 44835667
Hilltop Groves LLC

Check Withdrawal #4483566716 $367,723.12-
New Balance $12,933.05

RECEIVED APR 25 2006

X _____
RECEIVED BY

DETACH AND RETAIN UPPER PORTION BEFORE DEPOSITING

31 THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK: ABSENCE OF THIS FEATURE WILL INDICATE A COPY.

CASHIER'S CHECK 07-448 3566716

MIDFLORIDA
Federal Credit Union
P.O. Box 8008 Lakeland, Florida 33802 941/686-7587

VOID OVER $367,723.12

69-35
519
04/25/2006

y THREE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED TWENTY THREE AND 12/100 DOLLARS **367,723.12

MIDFLORIDA FEDERAL CU ⊕367,723dols 12cts

THE
DER OF:

Town Of Dundee
From The Account Of
HILLTOP GROVES LLC

Gayle O'Brien

VOID AFTER 90 DAYS

ABLE THROUGH
T
RLESTON, WV

⑆051900353⑆00448 35667164⑈

Town of Dundee

P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000

Tel. (863) 419-3100
Fax (863) 419-3105
Suncom 515-9950

April 18, 2005

Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

Dear Joe:

The fourth and final installment payment on your sewer ERC purchase agreement is now due.

The town engineer's certification that the sewer plant expansion project is now 100% complete and started up is attached.

Please make your check in the amount of **$367,723.12** payable to the Town of Dundee and send it to my attention.

Also, the ribbon cutting ceremony is scheduled for Noon on May 2, 2006 at the plant on Welsh Road. Lunch will be served and you and your guest(s) are invited to attend. Please RSVP by April 24th.

Very truly yours,

Jim

Jim Gallagher
Town Manager

ENVISORS
Consulting Civil & Environmental Engineers, Planners, and Surveyors

2105 Dundee Road
Post Office Box 9309
Winter Haven, FL 33883-9309
Telephone: (863) 324-1112
Fax: (863) 294-6185
Email: envisors@envisors.com

18 April 2006
Hand Delivered

Mr. James Gallagher, Town Manager
TOWN OF DUNDEE
Post Office Box 1000
Dundee, Florida 33838

RECEIVED APR 18 2006

Subject: Construction Progress Certification

Project: Phase II Wastewater Treatment Facility (WWTF) Expansion Improvements - Town of Dundee

EVI Job No.: 71103401

Dear Mr. Gallagher:

In accordance with your request, we are pleased to certify that start-up of the Town's Phase 2 WWTF expansion is 100% complete, the WWTF is fully operational, and the required FDEP notification for project completion and start-up has been submitted. Please note for the record that start-up of the facility occurred on 13 April 2005 and it is now processing wastewater.

If you have any questions, please do not hesitate to contact me at (863) 324-1112. We sincerely appreciate the opportunity to serve the Town of Dundee on this important Project.

Yours truly,
ENVISORS, LLC

Steven L. Elias, P. E.
Vice President of Engineering

SLE/DM/lhh
Enclosure: None
Copy to: EVI Job and Cost File No. 71103401; S:\JOBS\EVI\711 DUNDEE\71103401\CORRES\71103401.L34

AN EQUAL OPPORTUNITY EMPLOYER–M/F/V/H
ORIGINAL PRINTED ON RECYCLED PAPER FIBERS

THIS DOCUMENT HAS A GRADUATED BACKGROUND. DARK TO LIGHT. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Hilltop Groves, LLC
5529 US Hwy 98 North
Lakeland, FL 33809-3103
PH. 863-858-5686

MidFlorida Federal Credit Union
Lakeland, FL 33802
63-7980/2631

2014

PAY **** ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED FORTY EIGHT & 12/100 DOLLARS

TO THE ORDER OF	DATE		AMOUNT
Town of Dundee	11/18/05	$	**107848.12

AUTHORIZED SIGNATURE

Joe L Saunders

⑈0002014⑈ ⑆263179804⑆ ⑈0000302997 5⑈

THIRD PAYMENT
ON ERC INSTALLMENT
AGREEMENT FOR 266 ERC'S
SEWER CAPACITY.

PAID
NOV 17 2005
By PL

Town of Dundee

P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000

Tel. (863) 419-3100
Fax (863) 419-3105
Suncom 515-9950

November 1, 2005

Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

Dear Joe:

The third installment payment on your sewer ERC purchase agreement is now due.

The town engineer's certification that the sewer plant expansion project is now 50% complete is attached.

Please make your check in the amount of $107,848.12 payable to the Town of Dundee and send it to my attention. Thanks.

Very truly yours,

Jim Gallagher
Town Manager

Pd 11/17/05

C. RICK MILLER

ENVISORS
Consulting Civil & Environmental Engineers, Planners, and Surveyors

2105 Dundee Road
Post Office Box 9309
Winter Haven, FL 33883-9309
Telephone: (863) 324-1112
Fax: (863) 294-6185
Email: envisors@envisors.com

28 October 2005
Hand Delivered

Mr. James Gallagher, Town Manager
TOWN OF DUNDEE
Post Office Box 1000
Dundee, Florida 33838

Subject: Construction Progress Certification

Project: Phase II Wastewater Treatment Facility (WWTF) Expansion Improvements - Town of Dundee

EVI Job No.: 71103401

Dear Mr. Gallagher:

In accordance with your request, we are pleased to certify that construction activities of the Town's Phase II WWTF expansion is more than 50% complete as of 28 October 2005.

If you have any questions, please do not hesitate to contact me at (863) 324-1112. We sincerely appreciate the opportunity to serve the Town of Dundee on this important Project.

Yours truly,
ENVISORS, LLC

Steven L. Elias, P. E.
Vice President of Engineering

SLE/DM
Enclosure: None
Copy to: EVI Job and Cost File No. 71103401; S:\JOBS\EVI\711 DUNDEE\71103401\CORRES\71103401.L21

AN EQUAL OPPORTUNITY EMPLOYER–M/F/V/H
ORIGINAL PRINTED ON RECYCLED PAPER FIBERS

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

Hilltop Groves LLC
5529 US 98 North
Lakeland, FL 33809
PH: 863-858-4399

1057
3/15/2005

PAY TO THE ORDER OF: Town of Dundee

****$107,848.12****

MidFlorida Federal Credit Union
Lakeland, FL

For: ERC Units 2nd installment

⑈1057⑈ ⑆263179804⑆ 10000302997 5⑈

RECEIPT

DATE 3/17/05 No. 163445

RECEIVED FROM Hilltop Groves LLC $107,848.12

One hundred seven thousand eight hundred forty eight + 12/100 DOLLARS

○ FOR RENT
○ FOR ERC Units - 2nd installment

ACCOUNT		
PAYMENT		
BAL. DUE		

○ CASH
✓ CHECK 1057
○ MONEY ORDER

FROM _____ TO _____

BY Barbara C McClain

1182

Jim Gallagher

From: Jim Gallagher [townmanager@townofdundee.com]
Sent: Tuesday, March 15, 2005 12:42 PM
To: Lee Saunders (E-mail)
Subject: Hilltop Groves, LLC ERC Purchase Agreement

Lee and Joe:

You are the only party who has not paid the second payment on their ERC purchase agreement or indicated that their payment is on the way.

I realize that there is a letter of credit for the Town to draw upon, but we really would prefer not to force payment and possibly strain our friendly business relationship. therefore, if for some reason you have changed your mind about purchasing the 266 ERC's, I would be willing to recommend to the Town Council that we refund your initial payment and let you out of the purchase agreement.

However, if I don't hear from you very soon, we will have to proceed with drawing against the letter of credit.

Jim Gallagher
Town Manager
Town of Dundee
(863) 419-3100

Town of Dundee

P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000

Tel. (863) 419-3100
Fax (863) 419-3105
Suncom 515-9950

March 1, 2005

Dear Sewer Plant Expansion Project Partner:

The second installment payment on your sewer ERC purchase agreement is due.

I have attached a copy of the Town Engineer's certification that the design engineering is completed and that the project is out to bid.

Please make your check payable to the Town of Dundee and send it to my attention. Thanks.

Very truly yours,

Jim Gallagher
Town Manager

ENVISORS
Consulting Civil & Environmental Engineers, Planners, and Surveyors

2105 Dundee Road
Post Office Box 9309
Winter Haven, FL 33883-9309
Telephone: (863) 324-1112
Fax: (863) 294-6185
Email: envisors@envisors.com

1 March 2005
Hand Delivered

Mr. James Gallagher, Town Manager
TOWN OF DUNDEE
Post Office Box 1000
Dundee, Florida 33838

Subject: Design Completion Certification

Project: Phase II Wastewater Treatment Facility (WWTF) Expansion Improvements - Town of Dundee

EVI Job No.: 71103401

Dear Mr. Gallagher:

In accordance with your request, we are pleased to certify that design of the Town's Phase II WWTF expansion has been completed and the Project has been advertised for public bid. The pre-bid meeting for the Project will be held with prospective bidders this afternoon at 2:00.

If you have any questions, please do not hesitate to contact me at (863) 324-1112. We sincerely appreciate the opportunity to serve the Town of Dundee on this important Project.

Yours truly,
ENVISORS

Steven L. Elias, P. E.
Vice President of Engineering

SLE/pt
Enclosure: None
Copy to: EVI Job and Cost File No. 71103401; S:\JOBS\EVI\711 DUNDEE\71103401\CORRES\71103401.L08

AN EQUAL OPPORTUNITY EMPLOYER–M/F/V/H
ORIGINAL PRINTED ON RECYCLED PAPER FIBERS
www.envisors.com

Town of Dundee

P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000

Tel. (863) 419-3100
Fax (863) 419-3105
Suncom 515-9950

February 11, 2005

Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

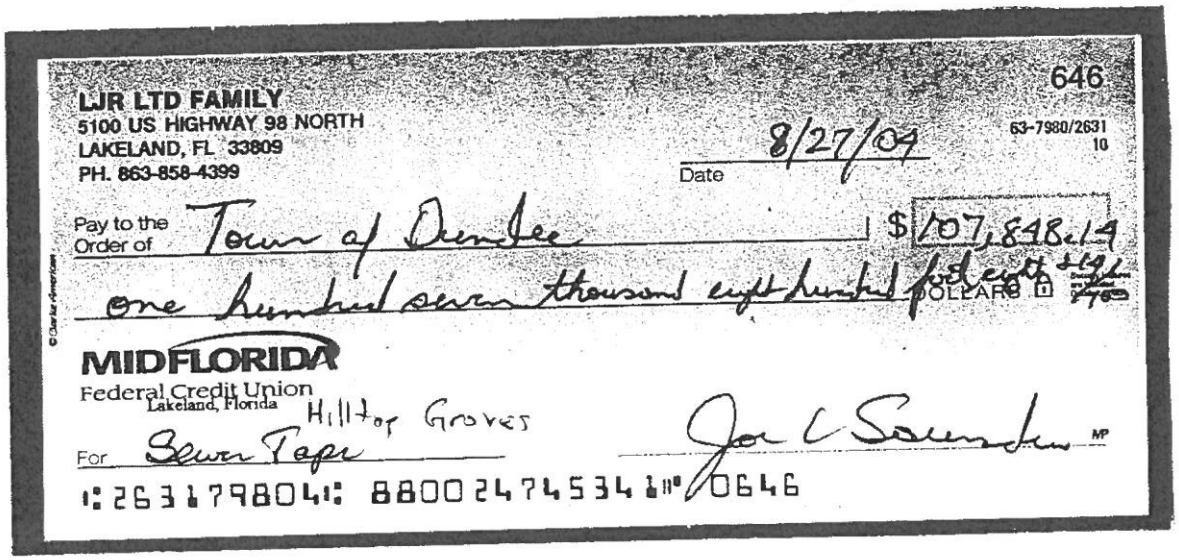
Dear Joe:

This is just a reminder that the second installment payment on your sewer ERC purchase agreement is due March 1, 2005.

Please make your check in the amount of $107,848.12 payable to the Town of Dundee and send it to my attention. Thanks.

Very truly yours,

Jim Gallagher
Town Manager



646

LJR LTD FAMILY
5100 US HIGHWAY 98 NORTH
LAKELAND, FL 33809
PH. 863-858-4399

63-7980/2631
10

Date 8/27/04

Pay to the Order of Town of Dundee $ 107,848.14

one hundred seven thousand eight hundred forty eight $194/100 DOLLARS

MIDFLORIDA
Federal Credit Union
Lakeland, Florida

For Seven Taps Hilltop Groves

Joe L Saunders MP

⑆263179804⑆ 8800247453461⑈ 0646

DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT

THIS AGREEMENT ("Agreement") is made on this ____ day of July, 2004, by and between **Hilltop Groves, LLC** (the "Developer/Owner") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain **connection** fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least **700,000** gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the **266 ERCs** for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By: _____
Kevin Kitto - Mayor

Date: 11th August 04

ATTEST:

By: _____
Town Clerk

Approved by Town Attorney
By: _____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

Final Draft 07/28/2004

WITNESSES

Richard Stanley

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders

Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires _____

Emily J Chafin
My Commission DD244879
Expires August 26 2007

Exhibit A

MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit

Date Issued: August 25, 2004 Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of USD **Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents ($583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Final Draft 07/28/20

Payment No. 3, for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004.**

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

Cameron D. Brock

Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

EXHIBIT C

Town of Dundee

TOWN HALL

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

June 23, 2021

Mr. Lee Saunders
Vista Del Lago of Polk County, LLC
5529 US Highway 98 North
Lakeland, Florida 33809

Re: Vista Del Lago Phase III Subdivision (Hilltop Groves LLC)

Mr. Saunders:

Please find the outstanding calculations for the Idle Capacity, including the moratorium of the 18-month waiver from June 23, 2020. Please find the breakdown chart below to detail the amount due:

Hilltop Groves 37 ERC's Idle Capacity Chart		
Idle Capacity Period	Dates	Total
Original Expiration Date	04/24/06 - 04/24/11	$9,990.00
Current Yearly Fee	04/25/11 - 04/25/20	$17,982.00
2020 Monthly Fee	04/26/20 - 06/23/20	$333.00
	Subtotal	$28,305.00
	Total	$28,305.00

Sincerely,

Tandra S. Davis, M.B.A
Town Manager/Finance Director
Town of Dundee
202 E. Main Street
Dundee, Florida 33838-4306
tdavis@townofdundee.com
Office: 863-438-8330 ext. 253
Fax: 863-438-8333

cc: Frederick J. Murphy, Jr., Esquire, Town Attorney
Marisa Barmby, CFRPC

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

INSTR # 2021119842
BK 11706 Pgs 1463-1483 PG(s)21
RECORDED 05/07/2021 1:48:26 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES $180.00
RECORDED BY SHAKCAMP

For Recording Purposes Only

AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 28 day of July, 2020, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **HILLTOP GROVES, LLC**, a Florida Limited Liability Company ("Owner").

RECITALS

1. On or about July 28, 2004 the Town and Hilltop Groves LLC, a Florida Limited Liability Company entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. The Town and Owner have determined that at this time the Owner holds, albeit expired, 266 Wastewater ERCs representing 71,820 gallons per day (GPD) in equivalent capacity in the Town's Water Utility System ("Owner ERCs") pursuant to the Agreement. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERC's expired on April 24, 2011.

3. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is the Vista Del Lago Phase II Replat Subdivision.

4. On July 10, 2020, the Owner requested that the Town reactivate 43 of the 266 Wastewater ERCs (Original ERC Certificates 1606 through 1648), and, as a result of

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

demonstrated hardship(s), waive all past-due and/or accrued idle capacity fees for the 43 Wastewater ERC certificates.

5. The 43 Owner ERCs requested for reactivation would have accrued thirty-three thousand eighty-eight and 50/100 Dollars ($33,088.50) in idle capacity charges from April 24, 2006 through July 24, 2020 of which thirty-three thousand eighty-eight and 50/100 Dollars ($33,088.50) remains unpaid.

6. On June 23, 2020, the Town introduced and passed Resolution No. 20-13 (the "Resolution"). A copy of the Resolution is attached hereto as **Exhibit "C"** and made a part hereof by reference.

7. The Resolution provides for a temporary waiver of certain Town of Dundee Idle Capacity Fee(s) for a period of eighteen (18) months beginning on June 23, 2020 and automatically sunsetting on December 23, 2021.

8. On July 10, 2020, the Town agreed to reactivate the 43 Owner ERCs and waive all past-due and/or accrued idle capacity fees for the 43 Wastewater ERC certificates (Original ERC Certificates 1606 through 1648) for a period of time consistent with the sunset and/or expiration date of the Resolution (December 23, 2021).

9. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreements and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

10. Owner contemplates the transfer or assignment of the 43 Owner ERCs to **VISTA DEL LAGO OF POLK COUNTY, LLC**, a Florida Limited Liability Company, for construction of single-family homes to be located within the municipal limits of the Town.

11. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Recitals above are true and correct and form a material part of this Amendment. The Town acknowledges and agrees Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 43 Owner ERCs and grants to the Owner an extension of the term of the 43 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Wastewater ERC Certificates listed on Schedule "1" (Original ERC Certificates 1606 through 1648) through a period expiring December 23, 2021 ("Expiration Date").

B. In light of the COVID-19 pandemic and financial hardships arising out of same, as well as the hardships demonstrated by the Owner, the Town Commission of the Town of Dundee agrees to waive the accrued thirty-three thousand eighty-eight and 50/100 Dollars ($33,088.50) in past-due and/or accrued idle capacity charges from April 24, 2006 through July 24, 2020.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreements or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with **VISTA DEL LAGO OF POLK COUNTY, LLC**, a Florida Limited Liability Company, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment including but not limited to the provisions of Section 6 B of this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment,

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

With a copy to:
(which shall not constitute notice)

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER:

HILLTOP GROVES, LLC
Lee Saunders, Member Manager
5529 U.S. Highway 98 North
Lakeland, FL 33809

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: _____
Print Name: SAMUEL PENNANT
As Its: Mayor
Date: 08/05/2020

By: _____
Print Name: Jenn Garcia
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM.

By: _____
Frederick J. Murphy, Jr.
Town Attorney

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

OWNER:

HILLTOP GROVES, LLC,
a Florida limited liability company

By: _____
Name: Lee Saunders
Title: Member Manager

Signed and delivered
In the presence of:

_____
Print Name: Billy Wilkins

_____
Print Name: Pam Chancey

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16 day of September, 2020, by LEE SAUNDERS, as Member Manager of HILLTOP GROVES, LLC, on behalf of the company, HILLTOP GROVES, LLC. He is [✓] personally known to me or [ ] has produces _____ as identification and [ ] (did) [ ] (did not) take an oath.

_____
Signature of Person Taking Acknowledgement

Pamela G Chancey
Name of Acknowledger Types, Printed, or Stamped

PAMELA G. CHANCEY
MY COMMISSION # GG 013227
EXPIRES: October 15, 2020
Bonded Thru Budget Notary Services

_____
Title or Rank

GG013227
Serial Number, if any.

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"
to Amendment

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL

THIS AGREEMENT ("Agreement") is made on this 28th day of July, 2004, by and between Hilltop Groves, LLC (the "Developer/Owner") and the TOWN OF DUNDEE, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"
to Amendment

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and .

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain connection fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

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necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least 700,000 gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. **The balance of Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36) shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:**

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

PAID
MIDFIRST
CK# 07-448 3566716

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CLERK OF THE CIRCUIT COURT

EXHIBIT "A"
to Amendment

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the 266 ERCs for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

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5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves 71,820 gpd in equivalent capacity for the Developer/Owner based on 266 ERCs purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity 266 ERC's representing 71,820 gpd (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. In the event that the Town is unable to secure the required up front cash along with letters of credit

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EXHIBIT "A"
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from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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11.0 Definitions: Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

ATTEST:

By: _____
Town Clerk

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By: _____
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By: _____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"
to Amendment

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WITNESSES

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires _____

Emily J Olsen
My Commission DD344879
Expires August 20 2007

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"
to Amendment

Final Draft 07/28/20

Exhibit A

MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit

Date Issued: August 25, 2004 Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809 in the aggregate amount of USD Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents ($583,419.36) available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by Hilltop Groves, LLC in return for the Town of Dundee reserving and assigning a total of 266 ERC's of sewer plant capacity exclusively for utilization by Hilltop Groves, LLC in accordance with the following schedule as agreed:

Payment No. 1, for the amount of $107,848.12 is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of $107,848.12 is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

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EXHIBIT "A"
to Amendment

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Payment No. 3, for the amount of $367,723.12 is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on Hilltop Groves, LLC and the MIDFLORIDA Federal Credit Union and once delivered to Hilltop Groves, LLC requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

Drafts drawn under this credit must state on their face "drawn under MIDFLORIDA Federal Credit Union irrevocable letter of credit number 302997 dated August 25, 2004.

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

EXHIBIT "B"
to Amendment

Detail by Entity Name

Florida Limited Liability Company
HILLTOP GROVES, L.L.C.

Filing Information

Document Number	L[illegible]
FEI/EIN Number	3[illegible]-1077[illegible]4
Date Filed	10/17/2[illegible]
State	FL
Status	ACTIVE

Principal Address

6[illegible] U.S. HIGHWAY 98 NORTH
LAKELAND, FL 33[illegible]

Mailing Address

6[illegible] U.S. HIGHWAY 98 NORTH
LAKELAND, FL 33[illegible]

Registered Agent Name & Address

Saunders, Lee
6[illegible] U.S. HIGHWAY 98 NORTH
LAKELAND, FL 33[illegible]

Name Changed: 03/[illegible]/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

SAUNDERS, LEE
6[illegible] US HWY 98 N
LAKELAND, FL 33[illegible]

Annual Reports

Report Year	Filed Date
2018	04/10/2018
2019	04/05/2019
2020	04/21/2020

Document Images

04/21/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
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04/21/2008 -- ANNUAL REPORT	View image in PDF format
03/28/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
09/21/2004 -- ANNUAL REPORT	View image in PDF format
10/17/2003 -- Florida Limited Liability	View image in PDF format

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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT C

RESOLUTION NO. 20-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS AND, IN ACCORDANCE WITH SECTION 54-18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, TEMPORARILY WAIVING IDLE CAPACITY CHARGE(S) FOR A PERIOD OF EIGHTEEN (18) MONTHS BEGINNING ON THE EFFECTIVE DATE OF THIS RESOLUTION AND PROVIDING FOR THE FULL AMOUNT OF THE TOWN OF DUNDEE IDLE CAPACITY CHARGE(S) TO AUTOMATICALLY BE REINSTATED UPON THE EXPIRATION OF EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR APPLICABILITY OF THE TEMPORARY WAIVER OF IDLE CAPACITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission has reviewed the current charge(s) for reserved capacity arising out of current and active Equivalent Residential Connection(s) ("ERC") in the Town of Dundee water and wastewater utility system; and

WHEREAS, in accordance with Section 54-18(c) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission may, from time to time, set the amount(s) charged and collected for Idle Capacity charges by resolution; and

WHEREAS, in March, 2007 in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, the Town Commission adopted Resolution 07-09 establishing Idle Capacity Charges; and

WHEREAS, in response to the COVID-19 pandemic and economic difficulties arising therefrom, the Town Commission desires to stimulate new development within the Town of Dundee, Florida, and promote economic activity within the Town of Dundee, Florida; and

WHEREAS, the Town Commission desires, for a temporary period of time not to exceed eighteen (18) months and beginning on the effective date of this Resolution, to waive the Idle Capacity Charges imposed by the Town of Dundee, Florida, for any current and active unredeemed ERC and/or paid connection fee; and

WHEREAS, the Town Commission finds that a temporary waiver of the Town of Dundee Idle Capacity Charges, for a period of time not to exceed eighteen (18) months beginning on the effective date of this Resolution, will promote the development, growth, and vitality of the Town of Dundee, Florida, and will further the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Section 1. The above recitals are incorporated as a factual basis for the passage of this Resolution.

Section 2. The current amount of all Town of Dundee Idle Capacity Charges as set forth in Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and first established by Resolution 07-09 of the Town Commission of the Town of Dundee and related schedule of such charges that may be on file in the Town Clerk's office are hereby temporarily waived for a period of eighteen (18) months beginning on the effective date of this Resolution; and all Idle Capacity Charges shall automatically be reinstated to the amount(s) charged on the effective date of this Resolution as of December 23, 2021. All other provisions of Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and Resolution 07-09 shall remain in full force and effect.

Section 3. The temporary waiver of the Town of Dundee Idle Capacity Charges established by this Resolution shall apply prospectively beginning on the effective date of this Resolution. The temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to waive any currently past-due or delinquent charge(s) for unpaid Idle Capacity Charges; and the temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to unredeemed ERCs which are inactive, expired, and/or have not been renewed by the Town Commission on or before the effective date of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the Town Commission.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 23rd day of June, 2020.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant

ATTEST:

TOWN CLERK

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

Book11706/Page1483 CFN#2021119842 Page 21 of 21

I hereby certify that the foregoing is a true copy of the record in my office this day, May 07, 2021. Redacted __ Unredacted/law ✓
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By _____ Deputy Clerk

EXHIBIT D

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

INSTR # 2021215093
BK 11852 Pgs 1369-1392 PG(s)24
RECORDED 08/17/2021 4:05:36 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES $205.50
RECORDED BY SHAURUSS

For Recording Purposes Only

AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 22nd day of June, 2021, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **HILLTOP GROVES, LLC**, a Florida Limited Liability Company ("Owner").

RECITALS

1. On or about July 28, 2004 the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. The Town and Owner have determined that at this time the Owner holds, albeit expired, 266 Wastewater ERCs representing 71,820 gallons per day (GPD) in equivalent capacity in the Town's Water Utility System ("Owner ERCs") pursuant to the Agreement. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERC's expired on April 24, 2011.

3. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is the Vista Del Lago Phase II Replat Subdivision.

4. On June 22, 2021, the Owner requested that the Town reactivate 37 of the 223 Wastewater ERCs (Original ERC Certificates 1649 through 1685).

5. The 37 Owner ERCs requested for reactivation would have accrued TWENTY-EIGHT THOUSAND THREE HUNDRED FIVE DOLLARS and zero cents ($28,305.00) in idle capacity charges from April 24, 2006 through June 22, 2021 which remains unpaid.

6. On June 23, 2020, the Town introduced and passed Resolution No. 20-13 (the "Resolution"). A copy of the Resolution is attached hereto as **Exhibit "C"** and made a part hereof by reference.

7. The Resolution provides for a temporary waiver of certain Town of Dundee Idle Capacity Fee(s) for a period of eighteen (18) months beginning on June 23, 2020 and automatically sunsetting on December 23, 2021.

8. On June 22, 2021, the Town agreed to reactivate the 37 Owner ERCs (Original ERC Certificates 1649 through 1685) for a period of twenty-four (24) months beginning on June 22, 2021 and automatically terminating on June 22, 2023.

9. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreements and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

10. Owner contemplates the transfer or assignment of the 37 Owner ERCs (Original ERC Certificates 1649 through 1685) to Richmond American Homes, for construction of single-family homes to be located within the municipal limits of the Town.

11. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Recitals above are true and correct and form a material part of this Amendment. The Town acknowledges and agrees Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 37 Owner ERCs and grants to the Owner an extension of the term of the 37 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates listed on Schedule "1" (Original ERC Certificates 1649 through 1685) through a period expiring June 22, 2023 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall

pay TWENTY-EIGHT THOUSAND THREE HUNDRED FIVE DOLLARS and zero cents ($28,305.00) in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Agreement and due through June 22, 2021 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water and Wastewater Owner ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of TWENTY-EIGHT THOUSAND THREE HUNDRED FIVE DOLLARS and zero cents ($28,305.00) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control and when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond June 22, 2023 and Wastewater Owner ERCs extended herein shall expire on June 22, 2023.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreements or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with RICHMOND AMERICAN HOMES OF FLORIDA, L.P _____, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and

obligations in the Agreement and this Amendment including but not limited to the provisions of Section 6 B of this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to: *(which shall not constitute notice)* Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: HILLTOP GROVES, LLC
Lee Saunders, Member Manager
5529 U.S. Highway 98 North
Lakeland, FL 33809

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: _____
Print Name: Sam Pennant
As Its: Mayor
Date: 7/13/2021

By: _____
Print Name: Jenn Garcia
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM:

By: _____ For
Frederick J. Murphy, Jr.
Town Attorney

OWNER:

HILLTOP GROVES, LLC,
a Florida limited liability company

By: _____
Name: Lee Saunders
Title: Member Manager

Signed and delivered
In the presence of:

_____
Print Name: DANIEL C. LEWIS

_____
Print Name: Pam Chancey

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12 day of July, 2021 ~~2020~~, by LEE SAUNDERS, as Member Manager of HILLTOP GROVES, LLC, on behalf of the company, HILLTOP GROVES, LLC. He is [✓] personally known to me or [ ] has produces _____ as identification and [ ] (did) [ ] (did not) take an oath.

_____
Signature of Person Taking Acknowledgement

PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

_____
Name of Acknowledger Types, Printed, or Stamped

Office Manager
Title or Rank

_____
Serial Number, if any

EXHIBIT "A"
to Amendment

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Town of Dundee
P.O. Box 1000
Dundee, FL 33838

THIS AGREEMENT ("Agreement") is made on this 25th day of July, 2004, by and between **Hilltop Groves, LLC** (the "Developer/Owner") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

EXHIBIT "A"
to Amendment

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain connection fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

EXHIBIT "A"
to Amendment

Final Draft 07/28/2004

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necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least **700,000** gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

PAID 08-25-2005
MID FLORIDA
CK# 07-448 35660716

EXHIBIT "A"
to Amendment

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the 266 ERCs for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

EXHIBIT "A"
to Amendment

5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

EXHIBIT "A"
to Amendment

from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

EXHIBIT "A"
to Amendment

Final Draft 07/28/2004

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11.0 Definitions: Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

EXHIBIT "A"
to Amendment

Final Draft 07/28/2004

4

With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

ATTEST:

By: _____
Town Clerk

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By: _____
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By: _____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

EXHIBIT "A"
to Amendment

Final Draft 07/28/2004

4

WITNESSES

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires _____

Emily J Chalin
My Commission DD244879
Expires August 29 2007

EXHIBIT "A"
to Amendment

Final Draft 07/28/20

Exhibit A

MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit

Date Issued: August 25, 2004 Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of USD **Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents ($583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

EXHIBIT "A"
to Amendment

Final Draft 07/28/20

Payment No. 3, for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004.**

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

Cameron D. Brock

Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

EXHIBIT "B"
to Amendment

Skip to main content
Home Page » Return To Search Results

Change Browser Language

Parcel Details: 27-28-23-000000-013010

TAX EST | PRT CALC | PRC | HTML PRC | TRIM | HTML TRIM | TAX BILL

Owners

HILLTOP GROVES LLC 100%

Mailing Address

Address 1	**5529 US HIGHWAY 98 N**
Address 2	
Address 3	**LAKELAND FL 33809-3103**

Site Address

Address 1	**0 LAKE HATCHINEHA RD**
Address 2	
City	**HAINES CITY**
State	**FL**
Zip Code	**33844**

Parcel Information

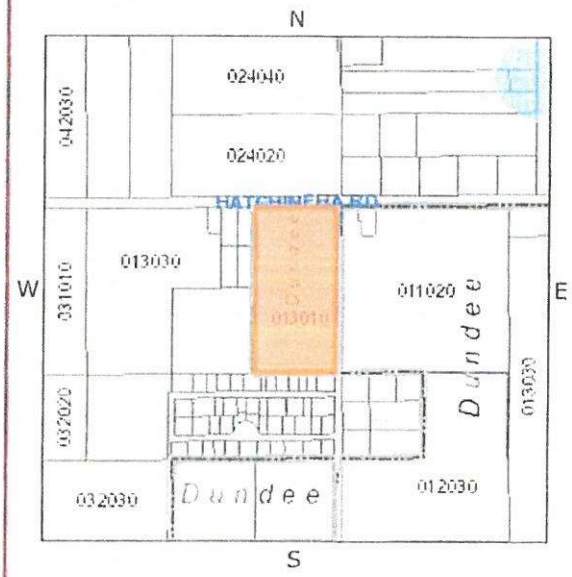
Neighborhood	**140996.00** Show Recent Sales in this Neighborhood
Subdivision	**NOT IN SUBDIVISION**
Property (DOR) Use Code	**Unplatted tracts 10 - 29.99 acres (Code: 9920)**
Acreage	**19.20**
Taxing District	**DUNDEE/SWFWMD (Code: 90460)**
Community Redevelopment Area	**NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. 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.

E1/2 OF NW1/4 OF NE1/4 LESS RD R/W

Area Map



Mapping Worksheets (plats) for 272823

Mapping Worksheet HTML (opens in new tab) | Mapping Worksheet Printable PDF

Sales History

Important Notice: If you wish to obtain a copy of a deed for this parcel, click on the blue OR Book/Page number. Doing so will cause you to leave the Property Appraiser's website and access the Polk County Clerk of the Circuit Court's Official Records Search. Once the document opens, click the printer icon to print the document. If you have any issues opening the document once you have met all the listed system

EXHIBIT "B"
to Amendment

requirements, please contact the Clerk's office at (863)534-4000 and ask to speak to an IT staff member. If the Book/Page number does not have a blue link to Official Records, the deed may not be available through the online records of the Clerk of the Circuit Court. In order to obtain a copy of the deed you will need to contact the Clerk of the Circuit Court Indexing Department at 863-534-4516. If the Type Inst is an "R", the document is not available through the Clerk of the Circuit Court's Official Records Search. Please contact the Property Appraiser to order "R" type instruments.

OR Book/Page	Date	Type Inst	Vacant/ Improved	Grantee	Sales Price
10919/00747	07/2019	W	V	HILLTOP GROVES LLC	$316,000
10620/01188	08/2018	W	V	POWELL EARL	$190,000
5802/1949	05/2004	W	V	HILLTOP GROVES LLC	$200,000
2595/0876	12/1987	C	V	WYROSDICK CHARLES	$180,000
2592/1128	12/1987	C	V		$180,000
2590/1823	12/1987	W	V		$180,000

Exemptions

Note: The drop down menus below provide information on the amount of exemption applied to each taxing district. The HX—first $25,000 homestead exemption may be allocated to one or more owners. The HB –second $25,000 amended homestead exemption reflects the name of the first owner only.

Code	Bld. #	Description	% Ownership	Renew Cd	Year Name	Note	Value

If you have a Senior Exemption(Additional Homestead Exemption for Persons 65 and Older): For the 2021 tax year, the allowable total household adjusted gross income received during 2020 could not exceed $31,100. If your total household adjusted gross income exceeded this limit, YOU MUST NOTIFY THIS OFFICE. Receiving no notification from the qualified senior will be considered a sworn statement, under penalty of perjury, that the income does not exceed the limit. Improperly claiming any exemption could result in a lien against your property. If you would like to receive a notice of renewal electronically, please send us an email at paoffice@polk-county.net with your name, property address, and confirmation of your request.

PERMITS

The Polk County Property Appraiser's Office does not issue or maintain permits. Please contact the appropriate permit issuing agency to obtain information. This property is located in the **DUNDEE/SWFWMD** taxing district. The beginning of the description indicates permit agency (UNINCORP is an abbreviation for Unincorporated **POLK COUNTY**).

Land Lines

LN	Land Dscr	Ag/GreenBelt	Land Unit Type	Front	Depth	Units
1	* Residential	N	A	0	0	19.20

* For Zoning/Future Land Use contact Polk County or the Municipality the parcel is located in.

NOTICE: All information ABOVE this notice is current (as of Wednesday, June 23, 2021 at 2:17:12 AM). All information BELOW this notice is from the 2020 Tax Roll, except where otherwise noted.

Value Summary (2020)

Desc	Value
Land Value	$192,037
Building Value	$0
Misc. Items Value	$0
Land Classified Value	$0
Just Market Value	$192,037
Cap Differential and Portability	$0
Agriculture Classification	$0
Assessed Value	$192,037

EXHIBIT "B"
to Amendment

Exempt Value (County)	$0
Taxable Value (County)	$192,037

*This property contains a Non Homestead Cap with a differential of $0.

Values by District (2020)

District Description	Final Tax Rate	Assessed Value	Final Assessed Taxes	Exemption	Final Tax Savings	Taxable Value	Final Taxes
BOARD OF COUNTY COMMISSIONERS	6.899000	$192,037	$1,324.86	$0	$0.00	$192,037	$1,324.86
POLK COUNTY SCHOOL BOARD - STATE	3.687000	$192,037	$708.04	$0	$0.00	$192,037	$708.04
POLK COUNTY SCHOOL BOARD - LOCAL	2.248000	$192,037	$431.70	$0	$0.00	$192,037	$431.70
TOWN OF DUNDEE	7.900000	$192,037	$1,517.09	$0	$0.00	$192,037	$1,517.09
SOUTHWEST FLA WATER MGMT DIST	0.266900	$192,037	$51.25	$0	$0.00	$192,037	$51.25
		Assessed Taxes:	**$4,032.94**	**Tax Savings:**	**$0.00**	**Total Taxes:**	**$4,032.94**

Non-Ad Valorem Assessments (2020)

LN	Code	Desc	Units	Rate	Assessment
1	ST460	DUNDEE STORMWATER UTILITY	1.00	34.50	$34.50
Total Assessments					**$34.50**

Taxes

Desc	Last Year	2020 Final
Taxing District	DUNDEE/SWFWMD (Code: 90460)	DUNDEE/SWFWMD (Code: 90460)
Millage Rate	21.4226	21.0009
Ad Valorem Assessments	$4,319.63	$4,032.94
Non-Ad Valorem Assessments	$34.50	$34.50
Total Taxes	**$4,354.13**	**$4,067.44**

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this page, such as assessments for roads, drainage, garbage, fire, lighting, water, sewer, or other governmental services and facilities which may be levied by your county, city or any other special district. Visit the Polk County Tax Collector's site for Tax Bill information related to this account. Use the Property Tax Estimator to estimate taxes for this account.

Prior Year Final Values

The Final Tax Roll is the 1st certification of the tax rolls by the Value Adjustment Board, per Florida Statute 193.122(2), F.S. This is the date all taxable property and tax rolls are certified for collection to the Tax Collector. Corrections made after this date are not reflected in the Final Tax Roll values.

2019

Land Value	$201,639.00
Building Value	$0.00
Misc. Items Value	$0.00
Just Value (Market)	$201,639.00

EXHIBIT "B"
to Amendment

SOH Deferred Val	$0.00
Assessed Value	$201,639.00
Exempt Value (County)	$0.00
Taxable Value (County)	$201,639.00
2018	
Land Value	$192,037.00
Building Value	$0.00
Misc. Items Value	$0.00
Just Value (Market)	$192,037.00
Assessed Value	$960.00
Exempt Value (County)	$0.00
Taxable Value (County)	$960.00
2017	
Land Value	$182,435.00
Building Value	$0.00
Misc. Items Value	$0.00
Just Value (Market)	$182,435.00
Assessed Value	$960.00
Exempt Value (County)	$0.00
Taxable Value (County)	$960.00
2016	
Land Value	$182,435.00
Building Value	$0.00
Misc. Items Value	$0.00
Just Value (Market)	$182,435.00
Assessed Value	$24,965.00
Exempt Value (County)	$0.00
Taxable Value (County)	$24,965.00

DISCLAIMER:
The Polk County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. The PCPA assumes no responsibility for errors in the information and does not guarantee that the data are free from errors or inaccuracies. Similarly the PCPA assumes no responsibility for the consequences of inappropriate uses or interpretations of the data. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user.

Last Updated: Wednesday, June 23, 2021 at 2:17:12 AM

EXHIBIT "C"
to Amendment

RESOLUTION NO. 20-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS AND, IN ACCORDANCE WITH SECTION 54-18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, TEMPORARILY WAIVING IDLE CAPACITY CHARGE(S) FOR A PERIOD OF EIGHTEEN (18) MONTHS BEGINNING ON THE EFFECTIVE DATE OF THIS RESOLUTION AND PROVIDING FOR THE FULL AMOUNT OF THE TOWN OF DUNDEE IDLE CAPACITY CHARGE(S) TO AUTOMATICALLY BE REINSTATED UPON THE EXPIRATION OF EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR APPLICABILITY OF THE TEMPORARY WAIVER OF IDLE CAPACITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission has reviewed the current charge(s) for reserved capacity arising out of current and active Equivalent Residential Connection(s) ("ERC") in the Town of Dundee water and wastewater utility system; and

WHEREAS, in accordance with Section 54-18(c) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission may, from time to time, set the amount(s) charged and collected for Idle Capacity charges by resolution; and

WHEREAS, in March, 2007 in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, the Town Commission adopted Resolution 07-09 establishing Idle Capacity Charges; and

WHEREAS, in response to the COVID-19 pandemic and economic difficulties arising therefrom, the Town Commission desires to stimulate new development within the Town of Dundee, Florida, and promote economic activity within the Town of Dundee, Florida; and

WHEREAS, the Town Commission desires, for a temporary period of time not to exceed eighteen (18) months and beginning on the effective date of this Resolution, to waive the Idle Capacity Charges imposed by the Town of Dundee, Florida, for any current and active unredeemed ERC and/or paid connection fee; and

WHEREAS, the Town Commission finds that a temporary waiver of the Town of Dundee Idle Capacity Charges, for a period of time not to exceed eighteen (18) months beginning on the effective date of this Resolution, will promote the development, growth, and vitality of the Town of Dundee, Florida, and will further the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

EXHIBIT "C"
to Amendment

Section 1. The above recitals are incorporated as a factual basis for the passage of this Resolution.

Section 2. The current amount of all Town of Dundee Idle Capacity Charges as set forth in Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and first established by Resolution 07-09 of the Town Commission of the Town of Dundee and related schedule of such charges that may be on file in the Town Clerk's office are hereby temporarily waived for a period of eighteen (18) months beginning on the effective date of this Resolution; and all Idle Capacity Charges shall automatically be reinstated to the amount(s) charged on the effective date of this Resolution as of December 23, 2021. All other provisions of Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and Resolution 07-09 shall remain in full force and effect.

Section 3. The temporary waiver of the Town of Dundee Idle Capacity Charges established by this Resolution shall apply prospectively beginning on the effective date of this Resolution. The temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to waive any currently past-due or delinquent charge(s) for unpaid Idle Capacity Charges; and the temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to unredeemed ERCs which are inactive, expired, and/or have not been renewed by the Town Commission on or before the effective date of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the Town Commission.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 23rd day of June, 2020.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant

ATTEST:

TOWN CLERK

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT E

File 21000050185

Stewart Title Guaranty Company

11/1/2021 11:21 AM

Combined Statement

Stewart Title Guaranty Company, Tampa
3402 West Cypress Street, Tampa, FL 33607, (813) 769-5620
Escrow Officer: Janice Coulton

Seller(s) Hilltop Groves, L.L.C., 5529 U.S. Highway 98 North, Lakeland, FL 33809
Buyer(s) Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Lender(s)
Property Property Address
Lake Hatchineha Road Dundee, Florida 33844

Site/Store Number
Hilltop

PIN
27-28-23-000000-013010

Closing Date 11/4/2021 **Disbursement Date** 11/4/2021 **Proration Date** 11/4/2021

Buyer Debit	Buyer Credit		Seller Debit	Seller Credit
		Sales Price/Consideration		
$1,702,000.00		Contract sales price		$1,702,000.00
		Deposits		
	$25,000.00	Initial Earnest Money Deposit		
		Prorations		
$647.57		County taxes 11/4/2021 to 1/1/2022 @$4,075.23/yr		$647.57
		Other Adjustments		
$259,000.00		Reimbursement to Seller for Sewer Impacts fees $3,500.00 per Lot x 74 Lots		$259,000.00
		Title Charges		
$750.00		Settlement or closing fee to Stewart Title Commercial Services - Tampa	$750.00	
		Title Insurance to Stewart Title Guaranty Company		
$7,613.00		Owner's coverage $1,702,000.00 $6,830.00 - FL 9 1 06 r 5 14 REM Unimprvd Land OP STG $683.00 - FL Survey Comm STG $100.00		
$225.00		Document Coordination Fee to Stewart Title Commercial Services - Tampa	$225.00	
$500.00		Search Fee - Invoice No. 51175 to Stewart Title Commercial Services - Tampa		
		Recording Fees/Transfer Charges		
		Recording fees: Special Warranty Deed - Estimate	$100.00	
		Documentary Stamps Deed	$11,914.00	
		Additional Charges		
		2021 Real Estate Taxes - Account #272823-000000-013010 to Joe G. Tedder, CFC, Tax Collector for Polk County	$4,075.23	
$1,970,735.57	$25,000.00	Subtotals	$17,064.23	$1,961,647.57
	$1,945,735.57	Balance due from Buyer		
		Balance due to Seller	$1,944,583.34	
$1,970,735.57	$1,970,735.57	Totals	$1,961,647.57	$1,961,647.57

File 21000050185

Stewart Title Guaranty Company
Combined Statement

11/1/2021 11:21 AM

Buyer and Seller (Transferee and Transferor) understand the Closer or Escrow Agent on behalf of Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Buyer and Seller (Transferee and Transferor) understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or based on estimated figures for current year, and, in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller (Transferee and Transferor) directly. The undersigned hereby authorizes Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services to make expenditures and disbursements as shown above and approve the same for payment. The undersigned also acknowledge receipt of proceeds as applicable, and receipt of a copy of this Statement.

Dated as of this 2nd day of November, 2021

Buyer(s):

RICHMOND AMERICAN HOMES OF FLORIDA LP,
a Colorado limited partnership

BY: RAH of Florida, Inc., a Colorado corporation,
General Partner

BY:
Name: P. Brian Dalrymple
Title: V.P. Land

Seller(s):

HILLTOP GROVES, LLC.,
a Florida limited liability company

By:
Name: Les Saunders
Title: Manager

Stewart Title Guaranty Company,
a Texas Corporation

By
Janice Coulton
Commercial Escrow Officer

Date

INSTR # 2021295125
BK 11979 Pgs 0250-0251 PG(s)2
11/12/2021 07:29:43 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 11,914.00

This document prepared by and Return to:
Richmond Amercan Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077584
Parcel Tax ID#272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 3 day of November, 2021, between **HILLTOP GROVES, L.L.C.**, a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 ("Grantor"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit ("Property"):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit "A" hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

WITNESSES:

Pam Chancey

Print Name: Pam Chancey

R. Norris

Print Name: R. David Norris

HILLTOP GROVES, L.L.C., a Florida limited liability company

By: Lee Saunders

Name: LEE SAUNDERS - HILLTOP GROVES, LLC

Title: MANAGER

STATE OF FLORIDA)

COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of December, 2021, by Lee Saunders of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: _____

Pamela Chancey

(Signature of Notary Public)

Pamela G Chancey

(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC STATE OF FLORIDA

PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: ☐ (Check Box if acknowledgment done by Online Notarization)

Stacy M. Butterfield POLK
OFFICIAL RECORDS OR BK 11078 PG 251 Pgs 0250-0251 11/12/2021 07:29:43 AM

EXHIBIT F

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

SECOND AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 14th day of November, 2023, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership ("Owner").

RECITALS

1. On or about July 28, 2004, the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant (the "Agreement") a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. On or about November 3, 2021, the Owner acquired 74 wastewater ERCs ("Owner ERCs") from **HILLTOP GROVES, LLC**, a Florida limited liability company, by Special Warranty Deed (the "Deed") which were the subject of the Agreement. Copies of the Deed and closing statement are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference.

3. On or about September 13, 2022, the Town and Richmond American Homes of Florida, LP, a Colorado limited partnership, entered into that certain Amendment to Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant (the "First Amendment") a copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference.

4. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 25 Wastewater ERCs representing 6,750 gallons per day (GPD) in

equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 2022-50 through 2022-74 (formerly numbered1735 through 1759).

5. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERCs expired on October 24, 2022.

6. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is also known as the Seasons at Hilltop Subdivision.

7. On September 14, 2023, the Owner requested that the Town reactivate 25 of the Wastewater ERCs numbered 2022-50 through 2022-74 (formerly numbered1735 through 1759).

8. The Owner submitted ERCs 2022-01 through 2022-49 (formerly numbered 1686 through 1734) to the Town for the development of single-family homes in and/or for the Seasons of Hilltop Subdivision.

9. As part of the First Amendment (see attached **Exhibit "C"**), the idle capacity fees for the 25 ERCs requested for reactivation were paid through October 24, 2022.

10. The 25 Owner ERCs requested for reactivation have accrued One Thousand Four Hundred Sixty-Two Dollars and 50 cents ($1,462.50) in idle capacity charges from October 25, 2022 through November 24, 2023 which remains unpaid.

11. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement, and the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

12. Owner received the transfer or assignment of the 25 Owner ERCs for construction of single-family homes to be located within the municipal limits of the Town.

13. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and

agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 25 Owner ERCs and grants to the Owner an extension of the term of the 25 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates (Original ERC Certificates 1686 through 1759) through a period expiring November 24, 2024 (the "Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days from the date on which this Amendment is approved by the Town Commission, the Owner shall pay One Thousand Four Hundred_Sixty-Two Dollars and 50 cents ($1,462.50) in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Amendment and due through November 24, 2023 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Wastewater Owner ERCs that are the subject of this Agreement, then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of One Thousand Four Hundred Sixty-Two Dollars and 50 cents ($1,462.50) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Amendment shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Amendment and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond November 24, 2024, and the Owner ERCs extended herein shall expire on November 24, 2024.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Owner shall enter into transfer and/or assignment agreement with **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment including but not limited to the provisions of Section 6 B of this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its

legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
105 Center Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to:
(which shall not constitute notice)
Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP
2822 Commerce Park Drive, Suite 100
Orlando, Florida 32819

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly

amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: Type text here
Print Name: _____
As Its: Mayor
Date: _____

By: _____
Print Name: _____
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM.

By: _____
Frederick J. Murphy, Jr.
Town Attorney

OWNER:

RICHMOND AMERICAN HOME OF FLORIDA, LP,
a Colorado limited partnership

By: _____
Name: _____
Title: _____

Signed and delivered
In the presence of:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of RICHMOND AMERICAN HOMES OF FLORIDA, LP, on behalf of the company, RICHMOND AMERICAN HOMES OF FLORIDA, LP. He is [ ] personally known to me or [ ] has produces _____ as identification and [ ] (did) [ ] (did not) take an oath.

_____
Signature of Person Taking Acknowledgement

_____
Name of Acknowledger Types, Printed, or Stamped

_____
Title or Rank

_____
Serial Number, if any.

Exhibit A
Exhibit A

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Jim Gallagher
Town Manager

THIS AGREEMENT ("Agreement") is made on this 25th day of July, 2004, by and between **Hilltop Groves, LLC** (the "Developer/Owner") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

Town of Dunde
P.O. Box 1000
Dundee, FL 33838-

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

Exhibit A

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permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain **connection** fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

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necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least **700,000** gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

APR 25 2006

PAID
MID FLORIDA
CR# 07-448 35466716

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the **266 ERCs** for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

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5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

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from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

Exhibit A

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11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

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With a Copy to:

Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner:

Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to:

Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

ATTEST:

By: _____
Town Clerk

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By: _____
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By: _____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

Exhibit A

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WITNESSES

Florida Stoney

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders

Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBDIC
My Commission Expires _____

Emily J Chafin
My Commission DD244879
Expires August 26 2007

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Exhibit A

MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit

Date Issued: August 25, 2004 Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of USD **Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents ($583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Exhibit A

Final Draft 07/28/20

Payment No. 3, for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004.**

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

Cameron D. Brock

Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

Exhibit B

File 21000050185

Stewart Title Guaranty Company
Combined Statement

11/1/2021 11:21 AM

Stewart Title Guaranty Company, Tampa
3402 West Cypress Street, Tampa, FL 33607, (813) 769-5620
Escrow Officer: Janice Coulton

Seller(s) Hilltop Groves, L.L.C., 5529 U.S. Highway 98 North, Lakeland, FL 33809
Buyer(s) Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Lender(s)
Property Property Address
Lake Hatchineha Road Dundee, Florida 33844

Site/Store Number
Hilltop

PIN
27-28-23-000000-013010

Closing Date 11/4/2021 **Disbursement Date** 11/4/2021 **Proration Date** 11/4/2021

Buyer Debit	Buyer Credit		Seller Debit	Seller Credit
		Sales Price/Consideration		
$1,702,000.00		Contract sales price		$1,702,000.00
		Deposits		
	$25,000.00	Initial Earnest Money Deposit		
		Prorations		
$647.57		County taxes 11/4/2021 to 1/1/2022 @$4,075.23/yr		$647.57
		Other Adjustments		
$259,000.00		Reimbursement to Seller for Sewer Impacts fees $3,500.00 per Lot x 74 Lots		$259,000.00
		Title Charges		
$750.00		Settlement or closing fee to Stewart Title Commercial Services - Tampa	$750.00	
		Title Insurance to Stewart Title Guaranty Company		
$7,613.00		Owner's coverage $1,702,000.00 $6,830.00 - FL 9 1 06 r 5 14 REM Unimprvd Land OP STG $683.00 - FL Survey Comm STG $100.00		
$225.00		Document Coordination Fee to Stewart Title Commercial Services - Tampa	$225.00	
$500.00		Search Fee - Invoice No. 51175 to Stewart Title Commercial Services - Tampa		
		Recording Fees/Transfer Charges		
		Recording fees: Special Warranty Deed - Estimate	$100.00	
		Documentary Stamps Deed	$11,914.00	
		Additional Charges		
		2021 Real Estate Taxes - Account #272823-000000-013010 to Joe G. Tedder, CFC, Tax Collector for Polk County	$4,075.23	
$1,970,735.57	$25,000.00	**Subtotals**	$17,064.23	$1,961,647.57
	$1,945,735.57	**Balance due from Buyer**		
		Balance due to Seller	$1,944,583.34	
$1,970,735.57	$1,970,735.57	**Totals**	$1,961,647.57	$1,961,647.57

Exhibit B

File 21000050185

Stewart Title Guaranty Company
Combined Statement

11/1/2021 11:21 AM

Buyer and Seller (Transferee and Transferor) understand the Closer or Escrow Agent on behalf of Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Buyer and Seller (Transferee and Transferor) understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or based on estimated figures for current year, and, in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller (Transferee and Transferor) directly. The undersigned hereby authorizes Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services to make expenditures and disbursements as shown above and approve the same for payment. The undersigned also acknowledge receipt of proceeds as applicable, and receipt of a copy of this Statement.

Dated as of this 2nd day of Novembee, 2021

Buyer(s):

RICHMOND AMERICAN HOMES OF FLORIDA LP,
a Colorado limited partnership

BY: RAH of Florida, Inc., a Colorado corporation,
General Partner

BY: _____
Name: P. Brian Dalrymple
Title: V.P. Land

Seller(s):

HILLTOP GROVES, LLC.,
a Florida limited liability company

By: _____
Name: Lee Saunders
Title: Manager

Stewart Title Guaranty Company,
a Texas Corporation

By _____
Janice Coulton
Commercial Escrow Officer

_____
Date

Exhibit B

INSTR # 2021295125
BK 11979 Pgs 0250-0251 PG(s)2
11/12/2021 07:29:43 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 11,914.00

This document prepared by and Return to:
Richmond Amercan Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077584
Parcel Tax ID#272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 3 day of November, 2021, between **HILLTOP GROVES, L.L.C.**, a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 ("Grantor"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit ("Property"):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit "A" hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

Exhibit B

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

WITNESSES:

Pam Chancey

Print Name: Pam Chancey

Print Name: A. David Norris

HILLTOP GROVES, L.L.C., a Florida limited liability company

By:

Name: LEE SAUNDERS - HILLTOP GROVES, LLC

Title: MANAGER

STATE OF FLORIDA)

COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of December 2021, by Lee Saunders of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: _____

(Signature of Notary Public)

Pamela G Chancey

(Print, Type, or Stamp Commissioned Name of Notary Public)

PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: ☐ (Check Box if acknowledgment done by Online Notarization)

Stacy M. Butterfield POLK
CFN# 2021295125 OR BK 11979 PG 251 Pgs 0250-0251 11/12/2021 07:29:43 AM

Exhibit C

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap, LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, Florida 33831
Telephone (863) 533-7117
Facsimile (863) 533-7412

For Recording Purposes Only

AMENDMENT TO AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT

THIS AMENDMENT TO DEVELOPER'S AGREEMENT REGARDING THE FUNDING OF THE DESIGN, PERMITTING AND CONSTRUCTION OF THE EXPANSION OF THE TOWN OF DUNDEE'S WASTEWATER TREATMENT PLANT ("Amendment"), made and entered into this 13th day of September, 2022, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership ("Owner").

FACTUAL RECITALS

1. On or about July 28, 2004, the Town and Hilltop Groves LLC, a Florida Limited Liability Company, entered into that certain Developer's Agreement Regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant (the "Agreement") a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. On or about November 3, 2021, the Owner acquired 74 wastewater ERCs ("Owner ERCs") from **HILLTOP GROVES, LLC**, a Florida limited liability company, by Special Warranty Deed (the "Deed") which were the subject of the Agreement. Copies of the Deed and closing statement are attached hereto as Composite **Exhibit "B"** and made a part hereof by reference.

3. The Town and Owner have determined that, at this time, the Owner holds, albeit expired, 74 Wastewater ERCs representing 19,980 gallons per day (GPD) in equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 1686 through 1759.

4. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERCs expired on April 24, 2011.

Exhibit C

5. The Owner is the owner of certain real property situated in Polk County, Florida, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Property") which is the Seasons at Hilltop Subdivision.

6. On September 13, 2022, the Owner requested that the Town reactivate 74 of the Wastewater ERCs (Original ERC Certificates 1686 through 1759).

7. On June 22, 2021, the Town Commission approved the reactivation and transfer of ERCs 1606-1648 and 1649-1685 to the Vista Del Lago, LLC for the development of the Vista Del Lago, Phase II and Phase III subdivisions.

8. The 74 Owner ERCs requested for reactivation would have accrued Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents ($59,940.00) in idle capacity charges from April 24, 2006 through October 24, 2022 which remains unpaid.

9. On June 23, 2020, the Town introduced and passed Resolution No. 20-13 (the "Resolution"). A copy of the Resolution is attached hereto as **Exhibit "C"** and made a part hereof by reference.

10. The Resolution provides for a temporary waiver of certain Town of Dundee Idle Capacity Fee(s) for a period of eighteen (18) months beginning on June 23, 2020 and automatically sunsetting on December 23, 2021.

11. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town's allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

12. Owner received the transfer or assignment of the 74 Owner ERCs for construction of single-family homes to be located within the municipal limits of the Town.

13. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

ACCORDINGLY, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS; OWNERSHIP. The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

SECTION 2. DEFINITIONS. All capitalized terms not defined herein shall have the same meaning as defined in the Agreement.

Exhibit C here

SECTION 3. GRANT OF EXTENSION.

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 74 Owner ERCs and grants to the Owner an extension of the term of the 74 Owner ERCs of equivalent capacity in the Town's Wastewater Treatment Plant represented by Wastewater ERC Certificates (Original ERC Certificates 1686 through 1759) through a period expiring September 13, 2023 ("Expiration Date").

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay Fifty-NineThousand Nine Hundred Forty Dollars and zero cents ($59,940.00) in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Agreement and due through October 24, 2022 and pay any and all other charges that may be due pursuant to Chapter 54 of the Town's Code of Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town's Code of Ordinances regarding the Water and Wastewater Owner ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Fifty-Nine Thousand Nine Hundred Forty Dollars and zero cents ($59,940.00) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided however that the terms of the Agreement attached hereto as **Exhibit "A"** shall not control and when new certificates are issued by the Town to Owner. No Wastewater capacity in the Town's Wastewater Utility Systems shall be reserved beyond September 13, 2023 and the Owner ERCs extended herein shall expire on September 13, 2023.

SECTION 4. GRANT OF OPTION.

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party ("ERC Transferee") without transferring fee simple title to all or any portion of the Property ("ERC Transfer"), and/or (ii) transfer of all or any portion of the Property to a third party ("Property Transferee"; ERC Transferees and Property Transferees are collectively "Transferees") and retain all or any Owner ERCs ("Property Transfer"; "ERC Transfers" and "Property Transfers" are collectively "Independent Transfers"). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof ("Transfer Notice"), which shall include the Transferee's (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable). The parties agree that Transferee shall enter into transfer and/or assignment agreement with **RICHMOND**

AMERICAN HOMES OF FLORIDA, LP, in the event of any transfer and/or assignment of the Owner ERCs and that notice was previously given by Owner for this specific anticipated Independent Transfer.

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment.

SECTION 5. OBLIGATIONS OF TOWN.

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

SECTION 6. AGREEMENT TO COOPERATE. The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

SECTION 8. SEVERABILITY. If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Amendment is declared to be severable.

SECTION 9. LAND USE APPROVALS. Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

Exhibit C

SECTION 10. BINDING UPON SUCCESSORS. This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

SECTION 11. APPLICABLE LAW AND VENUE. This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreement, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

SECTION 12. NOTICES. All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838-1000
Attention: Town Manager

With a copy to:
(which shall not constitute notice)
Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
P.O. Drawer 30
245 South Central Avenue
Bartow, Florida 33830

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP
2822 Commerce Park Drive, Suite 100
Orlando, Florida 32819

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

SECTION 13. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town's governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended, and are hereby ratified and

confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGES TO FOLLOW]

Exhibit C

IN WITNESS WHEREOF, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

ATTEST:

THE TOWN OF DUNDEE

By: _____
Print Name: Sam Pennant
As Its: Mayor
Date: 09/15/2022

By: _____
Print Name: Jenn Garcia
As Its: Town Clerk

FOR THE USE AND RELIANCE
OF TOWN OF DUNDEE ONLY.
APPROVED AS TO FORM:

By: _____ for
Frederick J. Murphy, Jr.
Town Attorney

Exhibit C

OWNER:

RICHMOND AMERICAN HOME OF FLORIDA, LP,
a Colorado limited partnership

By: _____
Name: KENNETH SMITH
Title: DIVISION PRESIDENT

Signed and delivered
In the presence of:

_____
Print Name: SCOTT HARLWOOD

_____
Print Name: Joshua Rivera

STATE OF FLORIDA
COUNTY OF ~~POLK~~ Orange

The foregoing instrument was acknowledged before me this 22 day of September, 2022, by Kenneth Smith, as Division President of RICHMOND AMERICAN HOMES OF FLORIDA, LP, on behalf of the company, RICHMOND AMERICAN HOMES OF FLORIDA, LP. He is [✓] personally known to me or [ ] has produces _____ as identification and [ ] (did) [ ] (did not) take an oath.

_____
Signature of Person Taking Acknowledgement

Joshua Rivera
Name of Acknowledger Types, Printed, or Stamped

Notary, Production Coordinator
Title or Rank

HH 122819
Serial Number, if any.

Notary Public State of Florida
Joshua Rivera
My Commission HH 122819
Expires 04/27/2025

Exhibit A
to Hilltop Groves ERC Agreement

EXHIBIT A

Final Draft 07/28/2004

Agreement #4

DEVELOPER'S AGREEMENT
REGARDING THE FUNDING OF THE
DESIGN, PERMITTING AND
CONSTRUCTION OF THE
EXPANSION OF THE TOWN OF DUNDEE'S
WASTEWATER TREATMENT PLANT

PAID APR 25 2006
IN FULL
Jim Gallagher
Jason Monroe

THIS AGREEMENT ("Agreement") is made on this 28th day of July, 2004, by and between **Hilltop Groves, LLC** (the "Developer/Owner") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

Town of Dundee
P.O. Box 1000
Dundee, FL 33838

WITNESSETH

WHEREAS, the Town operates a wastewater treatment plant that is presently serving close to or at its capacity; and

WHEREAS, the Town is presently expanding its municipal limits through annexation which will bring growth and development to the Town; and

WHEREAS, in order to accommodate the anticipated growth it will be necessary for the Town to expand the permitted capacity of its wastewater treatment plant from 90,000 gallons per day to 700,000 gallons per day or more; and

WHEREAS, several of the property owners and Developers of land within the Town limits have had discussions with the Town in order to determine the most feasible way to immediately expand the wastewater treatment plant; and

WHEREAS, the Town has retained Envisors Consulting Engineers to prepare a preliminary design report which was presented to the Town Council at a special meeting on March 23, 2004 which identified the relative costs and expenses of expanding the wastewater treatment plant to 700,000 gallons per day or more; and

WHEREAS, if the Town Council were to proceed under the usual financing methods to obtain the necessary funds for design, permitting and expanding the wastewater treatment plant it would take at least 18 to 20 months from the present time to explore such financing; and

WHEREAS, in order to address the immediate needs of growth and development and to accelerate the design, permitting and construction of an expansion of the wastewater treatment plant, the Town of Dundee has indicated that it will move forward with the design, permitting and construction of an expansion of its wastewater treatment plant if those Developers who desire the extra capacity will immediately and irrevocably fund the costs of the expansion up front based on the equivalent residential connections (ERC) each Developer/Owner proposes to connect to the Town's wastewater treatment plant. Such funding will permit the Town of Dundee to greatly accelerate the design,

permitting and construction of the expansion to its wastewater treatment plant. Further, without such funding it is not likely that the Town would be able to expand its permitted capacity for the wastewater treatment plant at any time now or in the near future;

WHEREAS, the Town is presently working with Polk County to enter into an Interlocal Agreement to allow the Town to tap into Polk County's wastewater treatment plant located in the Waverly area of Polk County, Florida, as a short term way to address the Town's need for additional wastewater treatment capacity; and

WHEREAS, such short term temporary capacity in the Town's waste water system that results from the diversion of waste water flows to Polk County's Waverly Plant will be connected only to customers who have been issued certificates of occupancy and on a first come first served basis until such additional wastewater treatment capacity is exhausted; and

WHEREAS, after the short term temporary capacity is exhausted, those wishing to connect to the sewer system will have to wait until new capacity resulting from the sewer plant expansion project becomes available; and

WHEREAS, the Town of Dundee Code of Ordinances requires the payment of certain **connection** fees on the basis of the number of Equivalent Residential Connections (ERC) proposed to be connected to the utility system. Further, the Town Code permits developer's agreements which set forth in detail the terms and conditions under which the Town will provide utility service to the Developer's/Owner's property; and

WHEREAS, the Town deems such an agreement necessary to facilitate the construction of expansion of the Town's wastewater treatment plant; and

WHEREAS, it is therefore deemed to be in the interest of the public health, safety and welfare for the Town and an appropriate exercise of the Town's authority to enter into the instant Developer's Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.0 Recitals. The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the parties agree is the basis of the instant Developer's Agreement.

2.0 Purpose. The purpose of this Developer's Agreement is to memorialize the Developer's/Owner's financial commitment to the Town relating to the expansion of the Town's wastewater treatment plant.

3.0 Wastewater Treatment Plant Capacity. In order to assure that sufficient capacity exists in the Town's wastewater treatment plant it will be

4

necessary to design, permit and construct an expansion of the Town's wastewater treatment plant in order to allow capacity of at least **700,000** gallons per day to accommodate anticipated and projected growth and development in the Town. In order to allow the Town to immediately begin the design, permitting and construction of an expansion to its wastewater treatment plant, the Developer/Owner will be required to pay to the Town in cash the amount of **$691,267.50** which amount is based on a total of **266 ERCs** the Developer/Owner proposes to connect to the Town's wastewater treatment plant and is related to the **71,820 gpd** in equivalent capacity that the Developer/Owner will need from the Town's expanded wastewater treatment plant. In addition the Developer/Owner shall be required to post an Irrevocable Letter of Credit or other security reasonably acceptable to the Town and in the form attached hereto as **Exhibit "A"**. Pursuant to paragraph 4 below, the Developer/Owner is obligated to pay said funds to the Town in order to purchase **266 ERCs** which represents **71,820 gpd** in equivalent capacity.

4.0 Developer's/Owner's Obligations.

4.1.1. The Developer/Owner agrees to pay to the Town the sum of **$691,267.50** in cash, cashier's check or cleared funds payable to the Town of Dundee to purchase **266 ERCs** that it proposes to connect to the Town's wastewater treatment plant and which represents **71,820 gpd** in equivalent capacity in accordance with the following:

4.1.2. The sum of **One Hundred Seven Thousand Eight Hundred Forty Eight Dollars and Fourteen Cents ($107,848.14)** in cash, cashier's check or cleared funds payable to the Town of Dundee upon its execution of this Agreement. The balance of **Five Hundred Eighty Three Thousand Four Hundred Nineteen Dollars and Thirty Six ($583,419.36)** shall be paid in cash, cashier's check or cleared funds payable to the Town of Dundee in three (3) installments in accordance with the following schedule:

Payment for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Payment for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the

PAID APR 25 2006
MID FLORIDA
CK # 07-448 3566716

4.

Town's engineer and sewer plant operational permits are in hand for the sewer plant expansion project that is expected to occur on or before December 31, 2005.

The Town's certifications described above shall be final and binding on Developer/Owner and will require the immediate payment to the Town of the funds requested and due.

4.1.3. In addition, to secure its obligations to the Town under this Agreement and upon the execution of this Agreement the Developer/Owner shall deliver to the Town an irrevocable letter of credit in the form as set forth as Exhibit "A" attached hereto. To the extent payments are not made by the Developer/Owner under paragraph 4.1.2 above within fourteen (14) days after written notice by the town requesting payment, the Town may draw upon any or all such cash or letters of credit in whole or in part to provide funds to pay for the design, permitting and construction of the wastewater treatment plan expansion as more particularly set forth herein. The Town shall not be obligated to commence the design, permitting and any phase of construction of the improvements to the wastewater treatment plant unless and until the Developer/Owner of the development has delivered to the Town the required cash and letter of credit.

4.1.4. Developer/Owner acknowledges and agrees that the Town's willingness to enter into this Developer's Agreement shall not be construed as a waiver by the Town of any applicable law, ordinance, rule or regulation for the construction of any future developments.

4.1.5. In the event the Developer/Owner assigns and/or conveys its interest in any real property that is being used to calculate the ERC to the Town's wastewater system, the new Owner of such property may upon notice to the Town join in this Agreement and pay the required contribution for the purchase of the **266 ERCs** for the applicable property provided such notice is given within thirty (30) days after the closing of the contract for purchase, but in no event beyond the term of this Agreement. In any event unless and until the new Owner joins in this Agreement and becomes obligated to the same extent as the Developer/Owner hereunder, the Developer/Owner shall remain obligated to the Town for all obligations hereunder.

4.1.6. Subject to the provisions in paragraph 5.1.4 below any funds paid to the Town hereunder shall be non-refundable in the event that the Developer chooses not to move forward with the proposed development.

5.0 <u>Town's Obligations</u>.

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5.1.1 Subject to the Developer's/Owner's compliance with its obligations under this Agreement, the Town shall commence the design and permitting of the expansion of its wastewater treatment plant immediately. Upon completion of design and permitting the Town shall commence construction of the expansion of its wastewater treatment plant with an anticipated completion date no later than 16 months from the effective date of this Agreement.

5.1.2 Reservation of Capacity. In consideration for the payment by the Developer/Owner as more particularly set forth in paragraph 4 above the Town hereby reserves **71,820 gpd** in equivalent capacity for the Developer/Owner based on **266 ERCs** purchased hereunder. In the event the Developer/Owner determines that it does not need all of the reservation of capacity/ERC's purchased hereunder then such reservation of capacity/purchased ERC's may be assignable and/or sold by the Developer but only with the Town's prior written consent and as contemplated in paragraph 4.1.5 above. It is agreed that the Town's consent will not be unreasonably withheld. Furthermore, all reservations of capacity pursuant to the terms of this Agreement shall exist for only five (5) years from the date that the expanded Wastewater Treatment Plant is fully online and operational. If within five (5) years from the date that the expanded Wastewater Treatment Plant is online and fully operational, the Developer/Owner and/or its successors and/or assigns or those persons or entities who have purchased the ERC's have not used the reserved capacity then it must sell such reserved capacity **266 ERC's** representing **71,820 gpd** (or portion thereof) in equivalent capacity back to the Town. In this event, payment arrangements shall be determined solely by the Town. The Developer and the Town agree that the foregoing provision is necessary to insure that the Town's ability to provide appropriate municipal services regarding the collection and treatment of wastewater and other effluent is not compromised by unused capacity.

5.1.3 The Town's obligations under this Agreement are conditioned on obtaining total funds and/or commitments of at least $3.3 million. All funds collected from developers for this project shall be maintained in a separate bank account at Wachovia Bank, N.A. and titled "Dundee Sewer Plant Expansion Account" and such funds shall not be commingled with any other Town funds and shall not be appropriated to any other Town project, except that any funds remaining in the Dundee Sewer Plant Expansion Account after completion of the project and after all project expenses are paid in full, may be appropriated subject to any restrictions established for the use of sewer impact fees. Bank statements for the Dundee Sewer Plant Expansion Account, including any reports of daily account activity, shall be made available to the public upon request as such reports become available to the Town. **In the event that the Town is unable to secure the required up front cash along with letters of credit**

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from developers prior to August 27, 2004 its obligations to expand the wastewater treatment plant and provide a reservation of capacity as described herein are null and void and all monies collected shall be refunded without interest at that time.

5.1.4 If the sewer plant expansion project is begun but not fully completed within 3 years from the effective date of this Agreement, then the Developers/Owners shall have the option to seek a refund of monies paid by the Developer/Owners hereunder without interest and in a manner and frequency determined solely by the Town so that such a refund will not compromise, harm, and/or impair the Town's fiscal condition and/or ability to provide necessary municipal services to its citizens. If in the event there is not sufficient waste water treatment capacity available to fulfill the Town's obligations under this agreement, the Town will have no objection to the Developer beginning development utilizing septic tank and without requiring the Developer to install dry lines.

6.0 Authority. The Developer/Owner affirmatively represents that it has the requisite authority to transact business in the State of Florida and has the requisite authority to enter into this Agreement.

7.0 Binding Effect. The Burdens of this Developer's Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. However no assignments of this Agreement shall be allowed unless the Town consents in writing to same.

8.0 Applicable Law, Jurisdiction and Venue. This Developer's Agreement, and the rights and obligations of the Town and the Developer/Owner hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida. If any provision of this Developer's Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Developer's Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Exhibits. All exhibits attached hereto contain additional terms of this Developer's Agreement and are incorporated herein by reference.

10.0 Captions and Paragraph Headings. Captions and paragraph headings contained in this Developer's Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope or intent of this Developer's Agreement, nor the intent of any provision hereof.

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11.0 Definitions. Unless specifically defined herein, the terms used in this Developer's Agreement shall be assigned the meanings, interpretations and/or definitions applied to, or provided in, the Town of Dundee Code of Ordinances and/or Florida Law.

12.0 Counterparts. This Developer's Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Developer's Agreement.

13.0 Merger. This Developer's Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein.

14.0 Effective Date and Duration. This Agreement shall become effective after it has been duly approved by the Town Council and executed by all parties. It shall remain in full force and effect for a period of five (5) years from that date.

15.0 Amendment. This Developer's Agreement may only be amended by mutual consent of the parties in writing.

16.0 Further Assurances. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, execute, acknowledge and deliver, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Developer's Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Developer's Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Developer's Agreement, and to coordinate the performance of their respective obligations under the terms of this Developer's Agreement. To the extent of any conflict with the development conditions or other rules and regulations, which may otherwise govern the Development, the terms and conditions of this Developer's Agreement shall prevail.

17.0 Notices. Any notices or reports required by this Developer's Agreement shall be sent to the following:

For the Town:

Town Manager
Town of Dundee
Post Office Box 1000
105 Center Street
Dundee, FL 33838-1000

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Final Draft 07/28/2004

With a Copy to: Frederick J. Murphy, Jr. Town Attorney
Town of Dundee
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830

For the Developer/Owner: Joe Saunders
Hilltop Groves, LLC
5529 U.S. 98 North
Lakeland, FL 33809

With copy to: Attn: Rick Miller
Miller, Crosby & Miller
P.O. Box 8169
Lakeland, FL 33802

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Developer's Agreement on the day(s) and year set forth below.

(SEAL)

ATTEST:

By: _____
Town Clerk

TOWN COUNCIL OF THE
TOWN OF DUNDEE

By: _____
Kevin Kitto - Mayor

Date: 11th August 04

Approved by Town Attorney
By: _____
Frederick J. Murphy, Jr.
Approved As To Form and Legal Sufficiency.

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Final Draft 07/28/2004

WITNESSES

{ DEVELOPER }

Hilltop Groves, LLC

By: Joe L. Saunders
Joe L. Saunders

Its: Managing Member

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument is hereby acknowledged before me this 28th day of July, 2004, by Joe L. Saunders, as Managing Member of { DEVELOPER }, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBDIC
My Commission Expires _____

Emily J Chafin
My Commission DD244879
Expires August 26 2007

Final Draft 07/28/20

Exhibit A

MIDFLORIDA Federal Credit Union
Business Services
Irrevocable Letter of Credit

Date Issued: August 25, 2004 Letter of Credit No. 302997

Beneficiary: Town of Dundee
P.O. Box 1000
105 Center Street
Dundee, Florida 33838

Honorable Mayor and Town Council Members:

We hereby issue our irrevocable letter of credit in your favor, for the account of **Hilltop Groves, LLC, 5529 U.S. 98 North, Lakeland, Florida 33809** in the aggregate amount of USD **Five hundred eighty three thousand four hundred nineteen dollars and thirty six cents ($583,419.36)** available to you in three payments upon presentation of your draft(s) at sight on ourselves when accompanied by an affidavit signed jointly by the Town Mayor and Town Manager of Dundee, both authorized representatives of the Town of Dundee, certifying each stage of sewer plant expansion completion has been reached and stating that funds are due and payable by **Hilltop Groves, LLC** in return for the Town of Dundee reserving and assigning a total of **266 ERC's** of sewer plant capacity exclusively for utilization by **Hilltop Groves, LLC** in accordance with the following schedule as agreed:

Payment No. 1, for the amount of **$107,848.12** is due and payable upon completion of the design engineering and putting of the project out to public bid as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before March 1, 2005;

Payment No. 2, for the amount of **$107,848.12** is due and payable upon 50% of completion of the actual construction of the sewer plant expansion project as certified by the Town's engineer for the sewer plant expansion project, that is expected to occur on or before August 1, 2005;

Final Draft 07/28/20

Payment No. 3, for the amount of **$367,723.12** is due and payable upon 100% completion and "start-up" of the expanded sewer plant as certified by the Town's engineer for the sewer plant expansion project, which is expected to occur on or before December 31, 2005.

The Town's certifications described herein as to payment requests shall be final and binding on **Hilltop Groves, LLC** and the **MIDFLORIDA Federal Credit Union** and once delivered to **Hilltop Groves, LLC** requires immediate payment to the Town of the funds requested.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

Drafts drawn under this credit must state on their face "drawn under **MIDFLORIDA Federal Credit Union** irrevocable letter of credit number **302997** dated **August 25, 2004.**

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiry date unless at least (number of days) prior to such expiration date, we notify you in writing by certified mail or express courier that we elect not to renew this letter of credit for any such additional one year period.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with documents as specified and the original of this credit, at this office on or before December 31, 2005.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practices for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

Cameron J. Brock

Cameron Brock
Assistant Vice President
MIDFLORIDA Federal Credit Union
Business Services

Exhibit B
Hilltop Groves ERC Agreement

EXHIBIT B

INSTR # 2021295125
BK 11979 Pgs 0250-0251 PG(s)2
11/12/2021 07:29:43 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 11,914.00

This document prepared by and Return to:
Richmond Amercan Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077584
Parcel Tax ID#272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 3 day of November, 2021, between **HILLTOP GROVES, L.L.C.**, a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 ("Grantor"), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit ("Property"):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit "A" hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

WITNESSES:

Pam Chancey

Print Name: Pam Chancey

A. David Norris

Print Name: A. David Norris

HILLTOP GROVES, L.L.C., a Florida limited liability company

By: Lee Saunders

Name: LEE SAUNDERS - HILLTOP GROVES, LLC

Title: MANAGER

STATE OF FLORIDA)

COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of December 2021, by Lee Saunders of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known ☑ OR Produced Identification ☐

Type of Identification Produced: _____

Pamela G. Chancey

(Signature of Notary Public)

Pamela G. Chancey

(Print, Type, or Stamp Commissioned Name of Notary Public)

PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: ☐ (Check Box if acknowledgment done by Online Notarization)

Exhibit C EXHIBIT B

File 21000050185

Stewart Title Guaranty Company
Combined Statement

11/1/2021 11:21 AM

Stewart Title Guaranty Company, Tampa
3402 West Cypress Street, Tampa, FL 33607, (813) 769-5620
Escrow Officer: Janice Coulton

Seller(s) Hilltop Groves, L.L.C., 5529 U.S. Highway 98 North, Lakeland, FL 33809
Buyer(s) Richmond American Homes of Florida, LP, 2822 Commerce Park Drive, Suite 100, Orlando, FL 32819
Lender(s)
Property Property Address
Lake Hatchineha Road Dundee, Florida 33844

Site/Store Number
Hilltop

PIN
27-28-23-000000-013010

Closing Date 11/4/2021 **Disbursement Date** 11/4/2021 **Proration Date** 11/4/2021

Buyer Debit	Buyer Credit		Seller Debit	Seller Credit
		Sales Price/Consideration		
$1,702,000.00		Contract sales price		$1,702,000.00
		Deposits		
	$25,000.00	Initial Earnest Money Deposit		
		Prorations		
$647.67		County taxes 11/4/2021 to 1/1/2022 @$4,075.23/yr		$647.67
		Other Adjustments		
$259,000.00		Reimbursement to Seller for Sewer Impacts fees $3,500.00 per Lot x 74 Lots		$259,000.00
		Title Charges		
$750.00		Settlement or closing fee to Stewart Title Commercial Services - Tampa	$750.00	
		Title Insurance to Stewart Title Guaranty Company		
$7,613.00		Owner's coverage $1,702,000.00 $6,830.00 - FL 9 1 06 r 8 14 REM Unimprvd Land OP STG $883.00 - FL Survey Comm STG $100.00		
$225.00		Document Coordination Fee to Stewart Title Commercial Services - Tampa	$225.00	
$500.00		Search Fee - Invoice No. 51175 to Stewart Title Commercial Services - Tampa		
		Recording Fees/Transfer Charges		
		Recording fees: Special Warranty Deed - Estimate	$100.00	
		Documentary Stamps Deed	$11,914.00	
		Additional Charges		
		2021 Real Estate Taxes - Account #272823-000000-013010 to Joe G. Tedder, CFC, Tax Collector for Polk County	$4,075.23	
$1,970,735.67	$25,000.00	Subtotals	$17,064.23	$1,961,647.67
	$1,945,735.67	Balance due from Buyer		
		Balance due to Seller	$1,944,583.34	
$1,970,735.67	$1,970,735.67	Totals	$1,961,647.67	$1,961,647.67

File 21000050185

Stewart Title Guaranty Company
Combined Statement

11/1/2021 11:21 AM

Buyer and Seller (Transferee and Transferor) understand the Closer or Escrow Agent on behalf of Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Buyer and Seller (Transferee and Transferor) understand that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or based on estimated figures for current year, and, in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller (Transferee and Transferor) directly. The undersigned hereby authorizes Stewart Title Guaranty Company - Stewart Title Guaranty Company - Commercial Services to make expenditures and disbursements as shown above and approve the same for payment. The undersigned also acknowledge receipt of proceeds as applicable, and receipt of a copy of this Statement.

Dated as of this 2nd day of Novembee, 2021

Buyer(s):

RICHMOND AMERICAN HOMES OF FLORIDA LP,
a Colorado limited partnership

BY: RAH of Florida, Inc., a Colorado corporation,
General Partner

BY: _____
Name: P. Brian Dalrymple
Title: V.P. Land

Seller(s):

HILLTOP GROVES, L.L.C.,
a Florida limited liability company

By: _____
Name: Lee Saunders
Title: Manager

Stewart Title Guaranty Company,
a Texas Corporation

By _____
Janice Coulton
Commercial Escrow Officer

_____
Date

EXHIBIT C

RESOLUTION NO. 20-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS AND, IN ACCORDANCE WITH SECTION 54-18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, TEMPORARILY WAIVING IDLE CAPACITY CHARGE(S) FOR A PERIOD OF EIGHTEEN (18) MONTHS BEGINNING ON THE EFFECTIVE DATE OF THIS RESOLUTION AND PROVIDING FOR THE FULL AMOUNT OF THE TOWN OF DUNDEE IDLE CAPACITY CHARGE(S) TO AUTOMATICALLY BE REINSTATED UPON THE EXPIRATION OF EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR APPLICABILITY OF THE TEMPORARY WAIVER OF IDLE CAPACITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission has reviewed the current charge(s) for reserved capacity arising out of current and active Equivalent Residential Connection(s) ("ERC") in the Town of Dundee water and wastewater utility system; and

WHEREAS, in accordance with Section 54-18(c) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission may, from time to time, set the amount(s) charged and collected for Idle Capacity charges by resolution; and

WHEREAS, in March, 2007 in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, the Town Commission adopted Resolution 07-09 establishing Idle Capacity Charges; and

WHEREAS, in response to the COVID-19 pandemic and economic difficulties arising therefrom, the Town Commission desires to stimulate new development within the Town of Dundee, Florida, and promote economic activity within the Town of Dundee, Florida; and

WHEREAS, the Town Commission desires, for a temporary period of time not to exceed eighteen (18) months and beginning on the effective date of this Resolution, to waive the Idle Capacity Charges imposed by the Town of Dundee, Florida, for any current and active unredeemed ERC and/or paid connection fee; and

WHEREAS, the Town Commission finds that a temporary waiver of the Town of Dundee Idle Capacity Charges, for a period of time not to exceed eighteen (18) months beginning on the effective date of this Resolution, will promote the development, growth, and vitality of the Town of Dundee, Florida, and will further the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. The above recitals are incorporated as a factual basis for the passage of this Resolution.

Section 2. The current amount of all Town of Dundee Idle Capacity Charges as set forth in Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and first established by Resolution 07-09 of the Town Commission of the Town of Dundee and related schedule of such charges that may be on file in the Town Clerk's office are hereby temporarily waived for a period of eighteen (18) months beginning on the effective date of this Resolution; and all Idle Capacity Charges shall automatically be reinstated to the amount(s) charged on the effective date of this Resolution as of December 23, 2021. All other provisions of Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and Resolution 07-09 shall remain in full force and effect.

Section 3. The temporary waiver of the Town of Dundee Idle Capacity Charges established by this Resolution shall apply prospectively beginning on the effective date of this Resolution. The temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to waive any currently past-due or delinquent charge(s) for unpaid Idle Capacity Charges; and the temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to unredeemed ERCs which are inactive, expired, and/or have not been renewed by the Town Commission on or before the effective date of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the Town Commission.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 23rd day of June, 2020.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant

ATTEST:

TOWN CLERK

Approved as to form:

For

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT G

RESOLUTION NO. 20-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS AND, IN ACCORDANCE WITH SECTION 54-18 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, TEMPORARILY WAIVING IDLE CAPACITY CHARGE(S) FOR A PERIOD OF EIGHTEEN (18) MONTHS BEGINNING ON THE EFFECTIVE DATE OF THIS RESOLUTION AND PROVIDING FOR THE FULL AMOUNT OF THE TOWN OF DUNDEE IDLE CAPACITY CHARGE(S) TO AUTOMATICALLY BE REINSTATED UPON THE EXPIRATION OF EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR APPLICABILITY OF THE TEMPORARY WAIVER OF IDLE CAPACITY CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission has reviewed the current charge(s) for reserved capacity arising out of current and active Equivalent Residential Connection(s) ("ERC") in the Town of Dundee water and wastewater utility system; and

WHEREAS, in accordance with Section 54-18(c) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission may, from time to time, set the amount(s) charged and collected for Idle Capacity charges by resolution; and

WHEREAS, in March, 2007 in accordance with Section 54-18 of the Code of Ordinances of the Town of Dundee, the Town Commission adopted Resolution 07-09 establishing Idle Capacity Charges; and

WHEREAS, in response to the COVID-19 pandemic and economic difficulties arising therefrom, the Town Commission desires to stimulate new development within the Town of Dundee, Florida, and promote economic activity within the Town of Dundee, Florida; and

WHEREAS, the Town Commission desires, for a temporary period of time not to exceed eighteen (18) months and beginning on the effective date of this Resolution, to waive the Idle Capacity Charges imposed by the Town of Dundee, Florida, for any current and active unredeemed ERC and/or paid connection fee; and

WHEREAS, the Town Commission finds that a temporary waiver of the Town of Dundee Idle Capacity Charges, for a period of time not to exceed eighteen (18) months beginning on the effective date of this Resolution, will promote the development, growth, and vitality of the Town of Dundee, Florida, and will further the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. The above recitals are incorporated as a factual basis for the passage of this Resolution.

Section 2. The current amount of all Town of Dundee Idle Capacity Charges as set forth in Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and first established by Resolution 07-09 of the Town Commission of the Town of Dundee and related schedule of such charges that may be on file in the Town Clerk's office are hereby temporarily waived for a period of eighteen (18) months beginning on the effective date of this Resolution; and all Idle Capacity Charges shall automatically be reinstated to the amount(s) charged on the effective date of this Resolution as of December 23, 2021. All other provisions of Section 54-18 of the Code of Ordinances of the Town of Dundee, Florida, and Resolution 07-09 shall remain in full force and effect.

Section 3. The temporary waiver of the Town of Dundee Idle Capacity Charges established by this Resolution shall apply prospectively beginning on the effective date of this Resolution. The temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to waive any currently past-due or delinquent charge(s) for unpaid Idle Capacity Charges; and the temporary waiver of the Town of Dundee Idle Capacity Charges shall not be applicable to unredeemed ERCs which are inactive, expired, and/or have not been renewed by the Town Commission on or before the effective date of this Resolution.

Section 4. This Resolution shall be effective immediately upon passage by the Town Commission.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 23rd day of June, 2020.

TOWN OF DUNDEE, FLORIDA

MAYOR- Sam Pennant

ATTEST:

TOWN CLERK

Approved as to form:

For

TOWN ATTORNEY - Frederick J. Murphy, Jr.

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
HILLTOP GROVES, L.L.C.

Filing Information

Document Number	L03000039890
FEI/EIN Number	33-1077584
Date Filed	10/17/2003
State	FL
Status	ACTIVE

Principal Address

5529 U.S. HIGHWAY 98 NORTH
LAKELAND, FL 33809

Mailing Address

5529 U.S. HIGHWAY 98 NORTH
LAKELAND, FL 33809

Registered Agent Name & Address

Saunders, Lee
5529 U.S. HIGHWAY 98 NORTH
LAKELAND, FL 33809

Name Changed: 03/23/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

SAUNDERS, LEE
5529 US HWY 98 N
LAKELAND, FL 33809

Annual Reports

Report Year	Filed Date
2018	04/10/2018
2019	04/05/2019
2020	04/21/2020

Document Images

04/21/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
04/10/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/23/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
03/28/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
02/26/2007 -- ANNUAL REPORT	View image in PDF format
03/29/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
09/21/2004 -- ANNUAL REPORT	View image in PDF format
10/17/2003 -- Florida Limited Liabilites	View image in PDF format

Bill	dates	amount		
1	04/24/06 - 04/25/07	$ 6,048.00		
2	04/26/07 - 07/24/07	$ 1,512.00		
3	07/25/07 - 10/24/07	$ 1,512.00		
4	10/25/07 - 01/24/08	$ 1,512.00		
5	01/25/08 - 04/24/08	$ 1,512.00		
6	04/25/08 - 07/24/08	$ 1,512.00		
7	07/25/08 - 10/24/08	$ 1,512.00		
8	10/25/08 - 01/14/09	$ 1,512.00		
9	01/25/09 - 04/24/09	$ 1,512.00		
10	04/25/09 - 07/24/09	$ 1,512.00		
11	07/25/09 - 10/24/09	$ 1,512.00		
12	10/25/09 - 01/24/10	$ 1,512.00		
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17	01/25/11 - 04/24/11	$ 1,512.00	**$**	**30,240.00**
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64	10/25/22 - 01/24/23	$ 1,512.00		
65	01/25/23 - 04/24/23	$ 1,512.00		
66	04/25/23 - 07/24/23	$ 1,512.00		
67	07/25/23 - 10/24/23	$ 1,512.00		
68	10/25/23 - 01/24/24	$ 1,512.00	**$**	**77,112.00**
		$ 107,352.00	**$**	**107,352.00**
Total			**$**	**107,352.00**
	6/30/20 - 12/23/21	18 months	$	9,072.00
			$	98,280.00

						1760	1
	112	$	54.00	$	6,048.00	1761	2
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						1763	4
						1764	5
	112	$	54.00	$	6,048.00	1765	6
	112	$	13.50	$	1,512.00	1766	7
						1767	8
						1768	9
	112	$	4.50	$	504.00	1769	10
				$	9,072.00 18 months	1770	11
						1771	12
						1772	13
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6/23/2020						1777	18
7/23/2020			504			1778	19
8/23/2020			504			1779	20
9/23/2020			504			1780	21
10/23/2020			504			1781	22
11/23/2020			504			1782	23
12/23/2020			504			1783	24
1/23/2021			504			1784	25
2/23/2021			504			1785	26
3/23/2021			504			1786	27
4/23/2021			504			1787	28
5/23/2021			504			1788	29
6/23/2021			504			1789	30
7/23/2021			504			1790	31
8/23/2021			504			1791	32
9/23/2021			504			1792	33
10/23/2021			504			1793	34
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			9072			1796	37
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						1798	39
						1799	40
						1800	41
			112			1801	42
			81			1802	43
			9072			1803	44
						1804	45

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1871	112

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 24-02, 2 AUTOMATED SIDE LOAD 31 YARD GARBAGE TRUCKS
SUBJECT:	The Town Commission will consider the bids received for RFP 24-02.
STAFF ANALYSIS:	Town Staff received one bid for RFP 24-02 from RDK Truck Sales. Staff recommends approval of the bid from RDK Truck Sales for the needed purchase of 2-31 yard side load garbage trucks.
FISCAL IMPACT:	$ 687,558.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	RFP 24-02 RDK Truck Sales bid packet

THE TOWN OF DUNDEE, FLORIDA

REQUEST FOR PROPOSAL FOR

2 - AUTOMATED SIDE LOADER 31YARD GARBAGE TRUCKS

RFP NUMBER: 24-02

Responses are due by
4:00 PM on DECEMBER 13, 2023

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-02
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Trevor Douthat
Town Clerk
Town of Dundee
tdouthat@townofdundee.com
(863) 438-8330, Ext 258

TABLE OF CONTENTS

RFP 24-02

FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS

Sealed Bids marked "SEALED BID – FY 2023-2024 – 2 AUTOMATED SIDELOADER 31 YARD GARBAGE TRUCKS will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM Wednesday, December 13, 2023 at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the "Town") is seeking proposals on and/or for two (2) Automated Side Loader 31 Yard Garbage/Sanitation Trucks (the "Trucks") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the Two (2) Automated Side Loader 31 Yard Garbage/Sanitation trucks; and (2) a total purchase price not to exceed $500,000.00 for both units delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Trucks and this RFP 24-02 are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Budder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better

- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Must be a dump body. Not ram driven to empty debris from body
- Hydraulic should be 2 pump systems and or have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal to each other (same amount of access space to clean out).
- Cab color – White with the option for Orange
- The option of being driven from both sides of the cab.
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- Arm cycle counter
- Broom and shovel rack
- Hopper ladder
- Out of the cab arm controls.
- Grabbers must be capable of emptying carts from a 45gallon to a 96gallon cart.

No Pre-Bid meeting will occur, as it will not be a requirement of this RFP 24-02.

On Thursday, December 14, 2023 at 10:30 AM, bids will be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Interim Town Clerk until 4:30 PM on Wednesday, November, 29, 2023. For more information regarding this RFP 20-02, please contact **Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at tdouthat@townofdunde.com.**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, for a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-02: FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS.

The Town of Dundee welcomes your response to this RFP 24-02. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP 24-02 at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP 24-02. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 24-02, re-advertise RFP 24-02, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.

b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.

c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) Notwithstanding anything in this **Request For Proposal For 2-AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS No. 24-02** (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.

j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.

k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents ($1,000,000.00).

II. State Law Compliance:

a) ***Scrutinized Companies***. Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-02 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.

b) ***Public Entity Crimes; Convicted Vendor List***. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

c) ***Drug-Free Workplace***. By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

d) ***E-Verify***. By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

e) ***No Consideration of Social, Political, and Ideological Interests***. CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-02 and/or the CONTRACT.

f) ***Contracting with Foreign Entities***. By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-02 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

a) ***APPLICABLE LAW***: Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.

b) ***BUSINESS DAYS***: Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.

c) ***CALENDAR DAYS***: Any and all days in a 365-day calendar year.

d) ***CHANGES***: The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.

e) ***DAYS***: A calendar day unless specifically stated otherwise.

f) ***TOWN***: The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

g) ***CONTRACT***: The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.

h) ***CONTRACTOR***: The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.

i) ***DEFAULT***: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

j) ***CONTRACT DOCUMENTS***: The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans

and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

k) ***INDEMNIFY / INDEMNIFICATION***: Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.

l) ***INSPECTION***: The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.

m) ***INSURANCE***: As specified in the Contract Documents.

n) ***LIMITATION ON MUNICIPAL INDEMNITY***: To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

   i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

   ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

o) ***STATEMENT OF ASSURANCE***: No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:

   i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and

ii) will submit such reports as the Town may thereafter require to assure compliance.

p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.

q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.

r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**

s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds

the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.

c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later

than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents ($1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

i) Town bid number and/or title (if applicable);
ii) Name and/or address of the Town department, division or agency affected;
iii) The name and address of the affected party;
iv) The title and position of the person submitting the protest;
v) A statement of disputed issues of material fact;
vi) If there are no disputed material facts, the written letter must so indicate;
vii) Concise statement of the facts alleged;
viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
ix) Statement identifying with specificity the relief which an entitlement is alleged; and
x) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

i) The background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.

h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town**.

i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

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7) PROPOSALS:

a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.

b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).

d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.

h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.

b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

a) The bidder misstates or conceals any material fact in the bid;

b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or

c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.

b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid**.

c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.

d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

i) Evaluations and quality of performance on previous projects;
ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
iii) Ability to fulfill the contract within the time specified, without delay;
iv) Character, integrity, reputation, judgment, experience and efficiency;
v) Previous compliance with laws and ordinances relating to the contract;
vi) Sufficiency of the financial resources to fulfill the contract;
vii) Quality, availability and adaptability of the supplies or contractual services;
viii) Ability to provide future maintenance and service, as required or needed; and
ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.

b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of' said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

b) The MSDS shall be maintained by the Town and must include the following information:

   i) The Division/Department to which the material was shipped.

   ii) The chemical name and the common name of the toxic substance.

iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;

(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

v) The emergency procedures for spills, fire, disposal, and first aid.

vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.

vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.

c) Availability or completion period.

d) Previous vendor record on similar projects or requirements.

e) Business location closest to the Town.

26) NOTICE:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million ($1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c) Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

c) If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs.com**/EmployerRegistration, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov** le-verify or contact USCIS at **1-888-464-4218.**

CONSTRUCTION AND OTHER CLAUSES

(*provisions related to construction may not be applicable to all contracts awarded***)**

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies.

When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

i) All ODP's shall be billed to the Town in care of the Contractor**.**

ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms**. All discounts shall accrue to the Town.**

iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.

ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.

iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.

v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.

ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.

iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.

d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.

e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town

or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to-meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.

b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town’s applicable specifications.

c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.

d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.

b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.

c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.

b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

<u>For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met</u>:

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i)	Part One:	"Statutory"	
(ii)	Part Two:	$500,000.00	Each Accident
		$500,000.00	Disease-Policy Limit
		$500,000.00	Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements1other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

(i) Mold, Fungus or Bacteria
(ii) Terrorism
(iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects and Engineers Professional Liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i)	$1,000,000.00	General Aggregate
(ii)	$1,000,000.00	Products/Completed Operations Aggregate
(iii)	$1,000,000.00	Personal and Advertising Injury
(iv)	$1,000,000.00	Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s)

or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment1. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

ii) Any and all bodily injuries, sickness, disease or death;

iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;

iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or

v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any

tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.

vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub- sub-consultants, materialmen, or agents of any tier or their respective employees.

b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.

c) This contractual indemnity shall survive the termination of this Contract.

d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.

g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such

obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub- subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.

k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

a) In cases where the bid price exceeds $30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages**.

b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified**.

56) PERFORMANCE AND PAYMENT BOND:

a) In cases where the bid price exceeds $30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

i) Minimum rating of “A-” or better;

ii) Financial Size Category of “VII” according to the A.M. Best Company; and

iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.

c) **Awards of $500,000 or less**: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.

d) **Power of Attorney**: An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.

e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.

c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed

defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.

e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:

   i) The work performed and/or materials supplied; and

   ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.

b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.

c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.

b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.

c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.

d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.

b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity

b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. "FY 2023-24 - 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS"

The Town of Dundee (the "Town") is seeking proposals on and/or for two (2) Automated Side Loader 31 Yard Garbage/Sanitation Trucks (the "Trucks") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached hereto and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the Two (2) Automated Side Loader 31 Yard Garbage/Sanitation trucks; and (2) a total purchase price not to exceed $500,000.00 for both units delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Trucks and this RFP 24-02 are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Budder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better
- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Must be a dump body. Not ram driven to empty debris from body
- Hydraulic should be 2 pump systems and or have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal to each other (same amount of access space

to clean out).
- Cab color – White with the option for Orange
- The option of being driven from both sides of the cab.
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- Arm cycle counter
- Broom and shovel rack
- Hopper ladder
- Out of the cab arm controls.
- Grabbers must be capable of emptying carts from a 45gallon to a 96gallon cart.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.

B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.3 WARRANTIES

A. All work, product(s), equipment, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

BID FORM

FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS

RETURN DATE: December 13, 2023 by 4:00PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE· EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature_____ Date:_____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I_____("Affiant"), being first duly sworn, deposes and says that:

(1) Affiant is_____(insert job title) of_____(insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I_____("Undersigned"), certify that:

(1) Undersigned is_____(insert job title) and duly authorized to act on behalf of the Contractor_____that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____ _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

_____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

ORIGINAL

BID FORM

FY 2023-2024 – 2 AUTOMATED SIDE LOADER 31 YARD GARBAGE TRUCKS

RETURN DATE: December 13, 2023 by 4:00PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. 2024 Battle Motors				
DAC-Tech HD BAN	2		$343,779.00	$687,558.00
31yd dual drive				
Side Load				
5.				
6.				
7				
8.				
			TOTAL ($)	687,558.00

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: ROK Truck Sales

Company Address: 3214 Adamo Dr

Company City: Tampa State: Florida Zip: 33605

Company Phone Number: 813-241-0711 Fax Number: 813-241-0414

Authorized Representative: Joanie Beckwith

Signature: Joanie Beckwith Date: 12/12/23

Print Name: Joanie Beckwith Phone Number: 813-210-1948

Title: Executive Assistant

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT -- A

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name RDK Truck Sales

Signature Joanie Beckwith **Date:** 12/12/23

Printed Name Joanie Beckwith

Title Executive Assistant

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF December 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ✓ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Timothy Kemner

Notary Public State of Florida
Timothy Kemner
My Commission HH 001696
Expires 05/19/2024

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Joanie Beckwith **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is Executive Assistant (insert job title) of RDK Truck Sales (insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF December 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ✓ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Timothy Kemner

CERTIFICATION OF DRUG-FREE WORKPLACE

I Dave Schreiner ("Undersigned"), certify that:

(1) Undersigned is Controller (insert job title) and duly authorized to act on behalf of the Contractor RDK Truck Sales that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, RDK Truck Sales _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 12/12/23 NAME OF ENTITY: RDK Truck Sales

PHONE/FAX: 813-241-0711 / 813-241-0414

ADDRESS: 3214 Adamo Dr
Tampa, Fl 33605

SIGNATURE: [signature]

PRINT NAME: D Schreiner Controller

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

* Not Applicable

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
RDK TRUCK SALES

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3214 E Adamo Dr.

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33605

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 6 – 2 0 3 8 3 1 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** N Schreiner **Date ▶** 1/3/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.

100 Hours After In-Service

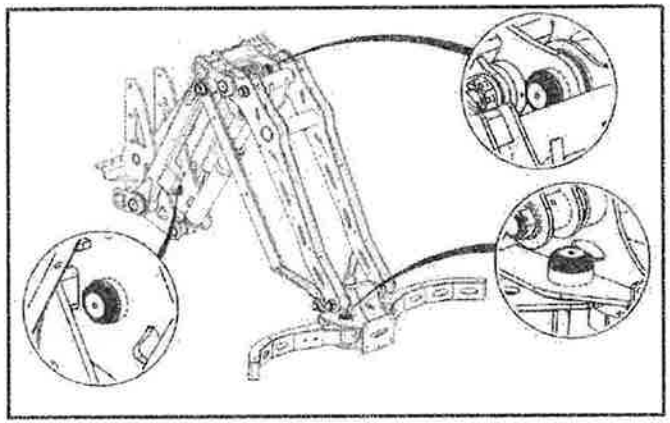
1. Change hydraulic oil. Use appropriate ISO-graded oil as follows:
   - ISO 32 (ambient temp -5°F-75°F)
   - ISO 46 (ambient temp 15°F-90°F) NOTE: This is the oil type each unit leaves the factory with
   - ISO 68 (ambient temp 32°F-100°F)
2. Change hydraulic filters
   - Return filter PTM#9450124
   - Return filter seal kit PTM#9650010
   - High pressure filter PTM#9450123
   - High pressure filter seal kit PTM#9650009
3. Regrease at all grease locations
4. Tighten arm joint spanner nuts

DANGER

Lockout/Tagout procedures are to be followed when servicing or working on this equipment. This work includes, but is not limited to, cylinder replacement or repair. Failure to do so may result in serious personal injury or death.

WARNING

While working on this vehicle, the wheels must be chocked, the park brake must be applied, the keys must be out of the ignition and locked up and all OSHA Lockout/Tagout measure must be applied. Failure to comply may result in serious personal injury or death.



A. For each spanner nut, perform the following:
   - Clean excess grease from area
   - Using small hammer and screwdriver, gently lift locking tab from spanner nut slot
   - Tighten each spanner nut until no play is present in joint.
   - Bend locking tang into spanner nut slot. If no tangs line up, add minimal additional torque to get the closest one to line up

B. Re-grease all 6 knuckle bearings

C. Procedure complete

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3214 E Adamo Dr
Tampa, FL 33605
Phone: 813-241-0711
www.rdk.com

PAC-TECH G1/31 YARD BANDIT TIP TO DUMP SIDE LOADER

Model:
Engine
Transmission
Front Suspension
Rear Suspension
Fr Axle Load (lbs)
Rr Axle Load (lbs)
G.C.W. (lbs)
Wheelbase (in):

Hopper Specifications:
Hopper Capacity 7 cubic yds.
Hopper Floor 3/16 AR500 Hardox (standard)
Hopper Walls 3/16 AR200

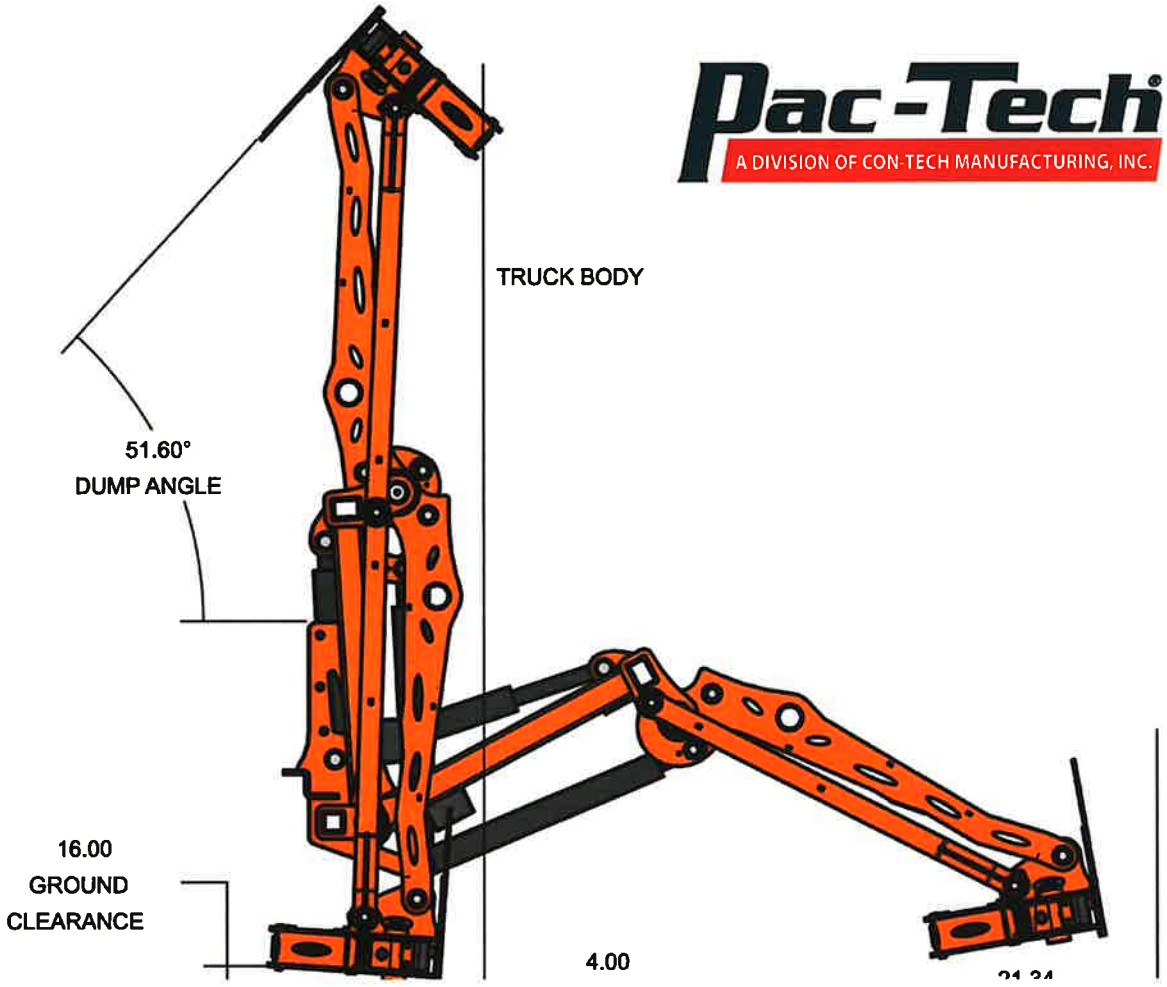
Body Specifications:
Bandit 3/16 HD AR200 Premier
Side Walls Front Section 10 Ga AR200
Side Walls Rear Section 10 Ga AR200
Roof 10 Ga AR200

Tailgate Specifications:
Tailgate Walls .125 in AR450
Tailgate Seal Height 23 in

Arm Specifications:

3214 E Adamo Dr
Tampa, FL 33605
Phone: 813-241-0711
www.rdk.com

SIMPLY ENGINEERED DESIGN ARM CONSTRUCTION -HIGH GRADE 50 STEEL 2" HEAVY DUTY BEARINGS IN MAJOR PIVOT AREAS HIGH QUALITY CYLINDERS WITH 2" PINS ACCESSABLE AND EASY TO SERVICE



Arm Assembly:

3214 E Adamo Dr
Tampa, FL 33605
Phone: 813-241-0711
www.rdk.com

Dimensions	
Description	31 Yard
Body Length: Tailgate Closed	
Body Length: Tailgate Open	
Height: Tailgate Closed	
Height: Tailgate Open	
Body Width: Arm Out, Grabber Closed	
Body With: Arm In, Grabber Closed	
Body Width: Arm In, Grabber Open	
Grabber Height from Ground	

Actual dimension will vary depending on chassis measurement.

Hydraulics:

- Chelsea PTO
- Bucher 4-section arm valve
- Parker PGP 330 gear pump
- PowerSystems hydraulic packer manfold

Electronics:

- 8-way Joystick
- Universal Swivel Joystick Mount
- Eaton Relay Module
- Seatside controls
- 2 camera Safety Vision System
- Hopper & Arm work lights
- Peterson Smart Strobe system

Paint:

- Steel shot blasted before priming
- Axalta® urethane primer
- Axalta® Imron Elite finish

PAC-TECH G1/31 YARD BANDIT TIP TO DUMP SIDE LOADER

Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.

Recommended Preventative Maintenance

DAILY Interval Items

ITEM	ACTION	FREQUENCY	LUBE/TORQUE/SPECIFICATION
Pump Driveshaft	Lube	Daily	NLGI Grade 2 Grease
Grabber Finger Pins	Lube	Daily	NLGI Grade 2 Grease
Tilt Cylinder Pins	Lube	Daily	NLGI Grade 2 Grease
Reach Cylinder Pins	Lube	Daily	NLGI Grade 2 Grease
Arm Pins	Lube	Daily	NLGI Grade 2 Grease
Vehicle/Body Lighting	Inspect	Daily	All lights functional
Wire Harnesses	Inspect	Daily	No rips, tears, exposed wire; no rubbing or chafing
Reverse/TG Alarm	Inspect	Daily	Operates in reverse and with tailgate open
Decals/Signage	Inspect	Daily	All signs and decals present and legible
Access Ladder	Inspect	Daily	No excess hinge wear; no cracking
Proximity Switches	Inspect	Daily	Operation as specified
Hydraulic Oil Level	Inspect	Daily	ISO 46 Hydraulic Fluid to middle of top sight glass with all cylinders retracted
Hydraulic Hoses	Inspect	Daily	No rubbing, secure, no leaks
Hydraulic Piping	Inspect	Daily	No rubbing, no impact, no
Hydraulic Fittings	Inspect	Daily	No leaks

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Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.

Recommended Preventative Maintenance

WEEKLY Interval Items

ITEM	ACTION	FREQUENCY	LUBE/TORQUE/SPECIFICATION
Hopper Cover Cylinder Pins	Lube	Weekly	NLGI Grade 2 Grease
Packer Cylinder Pins	Lube	Weekly	NLGI Grade 2 Grease
Tailgate Cylinder Pins	Lube	Weekly	NLGI Grade 2 Grease
Tailgate Seal	Inspect	Weekly	No excessive wear or tearing; retainer tight
Packer Shoes and Guides	Inspect	Weekly	No excessive wear; guides clear of debris
Hopper Cover Pillow Blocks	Lube	Weekly	NLGI Grade 2 Grease
Grabber Belting	Inspect	Weekly	No tearing; fasteners tight
Cleanout Doors	Lube	Weekly	NLGI Grade 2 Grease
Hopper Access Doors	Lube	Weekly	NLGI Grade 2 Grease
Reservoir Breather	Inspect	Weekly	Ensure free of visible debris

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Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.

Recommended Preventative Maintenance

MONTHLY Interval Items

ITEM	ACTION	FREQUENCY	LUBE/TORQUE/SPECIFICATION
Service Lift Cylinder Pins	Inspect	Monthly	N/A

Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.

Recommended Preventative Maintenance

SEMI-ANNUAL (1250 hours) Interval Items

ITEM	ACTION	FREQUENCY	LUBE/TORQUE/SPECIFICATION
Suction Strainer	Change	Semi-Annual or 1250 hours	New filter and seals*
High Pressure Filter	Change	Semi-Annual or 1250 hours	New filter and seals*
Return Filter	Change	Semi-Annual or 1250 hours	New filter and seals*
Hydraulic Oil	Change	Semi-Annual or 1250 hours	ISO 46 Hydraulic Fluid

*Contact Con-Tech Manufacturing, Inc. for correct part numbers

Pac-Tech Bandit Bid Spec

-7 Yard Hopper

-Dual Clean Out Doors

-Bolt on Chromium Carbide Packer Shoes and Wear Strips

-Bolt on Stainless Steel Fenders

-Bolt on Stainless Steel LED Lightbar

-LED Lighting System with Watertight Amp Seal Connectors

-Stowable Fold Out Ladder for Hopper Access and Clean out Door

-Electric Over Hydraulic Controls

-Parker 330 Gear Pump

-50 Gallon Hydraulic Reservoir

-3.5" Diameter Lift Cylinder

-3.5" Diameter Reach Cylinder

-Dual 4" Diameter Pack Cylinders

-Positive Hydraulic Locking Tailgate with 2" Cylinders

-Tailgate Maintenance Props

-Manual Dump Manifold

-Light up Manifold Connections

-2,300PSI Arm Operating System

-3,000PSI Packing Operating System

-10 Micron HP/Return Filters

-2-hour Arm Replacement

-51.60* Arm Dump Angle

-16" Arm Ground Clearance

-21.34" Arm Curb Height

-8.5' Arm Reach

-AR200 Steel Body Walls

-AR 450 Steel Tailgate Walls

-1 piece Hardox AR500 Tuf-Steel Floor

-Steel Shot Blasted Body Prep

-Axalta Imron Premium Paint

1002220-1002223 LET2-46 RDK PROPOSAL

BATTLE MOTORS

Date
08/23/2023

Quote Information
202306271657-6AD2
9000-0731T
1002220-1002223

2024 Sales LET2
Qty: 4

Prepared For
TBD - Stock

Shipping Destination: Dodge Center, MN (Pac Tech)

BATTLE MOTORS

TECHNICAL SPECIFICATIONS

1002220-1002223 LET2-46 RDK PROPOSAL

MODEL		DESCRIPTION
9999-CUSTOM-140230	**SOURCEWELL**	NON-SOURCEWELL
9999-CUSTOM-139414	**FUEL TYPE**	DIESEL
9999-CUSTOM-142944	**BODY APPLICATION**	PAC TECH, BANDIT ASL, 28-31 CY
9999-CUSTOM-142671	**SURFACE**	OPERATES IN LANDFILL
9999-CUSTOM-83335	**PRODUCT AVAILABILITY**	ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY
9999-CUSTOM-83098	**CARB/EPA**	CARB / EPA - CLEAN IDLE COMPLIANT
9999-CUSTOM-83046	**FRAME - WHEELBASE**	206 WHEELBASE
9999-CUSTOM-83058	**FRAME SILLS**	SINGLE SILL
9999-CUSTOM-142332	**FRAME SILL LENGTH**	30' FRAME SILLS
9999-CUSTOM-82526	**CAB STYLE**	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-82531	**CAB / DOORS**	LET2 STANDARD CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS
9999-CUSTOM-82490	**DRIVE TYPE**	DUAL DRIVE, RH SIT-DOWN
9999-CUSTOM-83079	**ENGINE MODEL**	CUMMINS L9, LET2
9999-CUSTOM-83084	**TRANSMISSION MODEL**	ALLISON 3000RDS, LET2
1000-3267	**ENGINE**	CUMMINS 2022 L9 350 HP CARB/EPA, A/C, 3000RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
1007-1165	**TRANSMISSION**	TRANSMISSION ALLISON 3000RDS, TC-421, NON-RETARDER
9999-CUSTOM-83065	**REAR SUSPENSION MODEL**	HMX-460 - HENDRICKSON HAULMAAX, 46,000 LBS RATED
9999-CUSTOM-83049	**REAR DRIVE AXLE MODEL**	D46-170 - REAR DRIVE AXLE
1200A-0398	**REAR DRIVE AXLE**	REAR AXLE, D46-170HP, BENDIX AIR DISC BRAKES, 5.57, STD DIFF, BAR PIN, BENDIX
1201-1518	**REAR SUSPENSION**	REAR SUSPENSION, D46-170HP, HMX-460, 1.5/11, SGL SILLS

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

MODEL		DESCRIPTION
1500-5065	FRAME	FRAME ASSEMBLY, 206 WB, 30' SGL SILL, HMX , STANDARD , LET2
2102-0132	ABS SYSTEM	ABS SYSTEM, BENDIX 4S/4M, 500K BAUD

CHASSIS		DESCRIPTION
9999-CUSTOM-142363	ENGINE PTO ADAPTER	1350/1410 FEPTO ADAPTER
2000-4473	DECAL - ENGINE, 50 STATE CLEAN IDLE/CARB	DECAL, CARB / CUMMINS 50 STATE CLEAN IDLE
2000-4813	DECALS - CHASSIS EXTERIOR	DECALS, EXTERIOR, DIESEL,TRANSYND
2003-0614	HVAC - CHASSIS	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING
2201-0119	WINDSHIELD WIPERS - CHASSIS	WINDSHIELD WIPERS, DUAL DRIVE
1010-1222	AIR CLEANER	AIR CLEANER, CUMMINS L9, CUMMINS OPTI-AIR, LET2
2103-0293	ELECTRICAL, ENGINE	ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD
1006-1121	ENGINE MOUNTING	ENGINE MOUTNING, CUMMINS L9/L9N, SINGLE SILLS, 3000RDS, NON-RETARDER
1802-0076	CAB MOUNTING	CAB MOUNTING - LET2 STANDARD CAB
1502-0580	FRAME - FRONT EXTENSION	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER
1503-2963	OVER ENGINE CROSSMEMBER	OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2
2100-3347	ELECTRICAL, BASE, CHASSIS	ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG
1908-0097	AIR PIPING, REAR AXLE	AIR PIPING, AXLE - TANDEM AXLE 4S/4M ABS, AIR DISC BRAKES, LET2
1204-0227	REAR BUMP BLOCKS	REAR BUMP BLOCK, CAST BOLT ON, HMX
1402-0629	POWER STEERING RESERVOIR	POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2
1401-0331	STEERING COLUMN CHASSIS (LH)	STEERING COLUMN, CHASSIS - LET2, LHD, TILT, W/CRUISE, 18" WHEEL
1401-0333	STEERING COLUMN CHASSIS (RH)	STEERING COLUMN, CHASSIS - LET2, RHD, TILT, W/CRUISE, 18" WHEEL
1400-0715	STEERING GEAR	STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2
2501-1525	TRANSMISSION OIL PIPING	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS
9999-CUSTOM-140304	FRAME MODIF, CENTER BEARING DRILLING	NO OPTION, CENTER BEARING DRILLING

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
1100A-0052	FRONT STEER AXLE	FRONT STEER AXLE, D2000F, STD TRACK, 20" CMBR, ALL WB'S, AIR DISC BRAKES
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS
2000-4734	LUBE, REAR DRIVE AXLE	LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140
1003A-0050	DEF TANK	DEF TANK, MTD LH BEHIND FENDER, LH 32/38, B6.7/L9
1003-0971	FUEL TANK	DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN
2503-0841	FUEL PIPING / FILTER	FUEL PIPING, L9, F.T. LH 80/104, DEF TANK LH, LET2
2101-0645	BATTERY BOX	BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER
1503-2281	BATTERY BOX SPACERS	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
2100-2518	ELECTRICAL, BATTERY DCS INDICATOR LIGHT	BATTERY DISC SWITCH, 1" AMBER INDICATOR (PILOT LIGHT) AT BATTERY BOX
2000-4842	ELECTRICAL, BATTERY CABLES	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 50/62, DISC SWITCH
2100-2983	ELECTRICAL, POWER FEED HARNESS	ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2
1004A-0053	EXHAUST STACK	FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 36" LONG
2100-3361	ENGINE, ALTERNATOR	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N
2000-4701	ENGINE, DIPSTICK/OIL FILL	ENGINE DIPSTICK MTG ONLY, L9/L9N
162X-0539	ENGINE PROGRAMMING PARAMETERS	ENG PRGM, L9, 65MPH, W/AC, CRUISE CONTROL, W/VGT BRAKE
2502-0802	AIR DRYER	AIR DRYER, BENDIX, AD9EP, LH FRONT/RH REAR/RH INSIDE SILL FRONT
1910-0464	AIR PIPING, AIR DRYER	AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 80 INSIDE SILL / FRONT
2502-0827-CAB	AUTO NEUTRAL	PARK BRAKE AUTO NEUTRAL
2100-3307	ELECTRICAL, TCM	TCM-ALLISON, 3000RDS, DUAL DRIVE, TC421, 6 SPD, 145 AG, L9
1502-0629	FRONT BUMPER	FRONT BUMPER, WIDE FLANGE FLAT BUMPER
1801-0591	FENDERS, FRONT	FENDER, FRONT - BLACK PLASTIC, LET2
2003-0574	ENGINE, BLOCK HEATER	ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER
1600-4810	PROPSHAFT	PROPSHAFT, 206" WB, L9/L9N, 3500RDS, D-170/190

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
1503-2857	**AIR PIPING, FRAME SUPPORTS**	FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, SINGLE SILLS
2000-4607	**TOW PINS/HOOKS OPTIONS**	FRONT TOW PINS, FLAT BUMPER, LET2
1906-0844	**AIR PIPING, FRAME**	FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS
1904-0073	**AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES**	BENDIX HEATED DV-2 AUTOMATIC DRAIN VALVE @ WET TANK ONLY
1906-0434	**AIR PIPING, OPTIONAL CHARGE VALVE**	SCHRADER CHARGE VALVE @ AIR DRYER
9999-CUSTOM-142071	**AIR SUSPENION OVERRIDE**	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS
2000-2215	**BACK-UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB
9999-CUSTOM-139179	**RETAINER CABLES**	NO OPTION-RETAINER CABLES
2-519-4687-0139	**TIRES/WHEELS - FRONT STEER AXLE**	TOYO M153, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 2.14" INSET
8-519-2863-0141	**TIRES/WHEELS - DRIVE AXLE**	TOYO M170, 11R22.5, 16/H, ACCURIDE, ALUMINUM, XTRA POLISH FINISH
2501-1541	**OIL PIPING, CAB TILT**	CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW
1005-1883	**ENGINE COOLING**	RADIATOR; CUMMINS 2021 L9, OFFSET RADIATOR LET2
2500-0126	**ENGINE COOLING, OPTIONS**	REMOTE COOLANT FILL, RH FENDER MOUNTED
1004-2077	**EXHAUST**	EXHAUST, 2021 CUMMINS L9, 260-350 HP, LET2 OFFSET RAD.
9999-CUSTOM-140340	**TRAILER BRAKES**	NO OPTION - TRACTOR PROTECTION VALVE

OPTIONS, CAB		DESCRIPTION
1803-0087-CAB	**CAB - DOOR (LH)**	STANDARD DOOR, LH, ELECTRIC ROLL UP
1804-0086-CAB	**CAB - DOOR (RH)**	STANDARD DOOR, RH, ELECTRIC ROLL UP
1806-1332-CAB	**CAB - MIRROR (LH)**	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED
1808-0120-CAB	**CAB - MIRROR (RH)**	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED
1806-1292-CAB	**CAB - MIRROR, SPOT**	MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED
1401-0331-		

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

OPTIONS, CAB		DESCRIPTION
CAB	**STEERING COLUMN CAB (LH)**	STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL
1401-0333-CAB	**STEERING COLUMN CAB (RH)**	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 18" WHEEL
9999-CUSTOM-82609	**RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE**	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
2003-0614-CAB	**HVAC - CAB**	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING
2003-0369-CAB	**CAB - DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
2100-3404-CAB	**CAB, ELECTRICAL - IGNITION**	CAB, IGNITION (2) KEYS D250, STD/BI-FOLD DOOR C250
2202-0049-CAB	**CAB - DASH/INSTRUMENTATION**	ANALOG GAUGES, DUAL DRIVE, RH MIN, DIESEL, MPH, LET2
2100-3165-CAB	**CAB - ENGINE BRAKE**	ELECTRICAL, ENGINE EXHAUST VGT BRAKE, B6.7, L9
1907-0458-CAB	**CAB - AIR PIPING**	CAB AIR PIPING, DUAL DRIVE, RH SIT-DOWN SEATING, RH FOOTREST, LET2/LET2CC
1810-0061-CAB	**CAB GRILLE**	BATTLE GRILLE, SMOOTH FLAT BLACK

OPTIONS, CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	**CAB - SEAT MATERIAL**	SEAT - ASPHALT CLOTH
2001-0488-CAB	**CAB - SEATS (LH)**	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LET2
2011-0267-CAB	**CAB - SEATS (RH)**	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, RH, LET2
2000-4773-CAB	**CAB - SEAT BELTS (LH)**	SEAT BELT, ORANGE, LH SIDE, AIR RIDE SEAT, LET2
2000-4857-CAB	**CAB - SEAT BELTS (RH)**	SEAT BELT, ORANGE, RH SIDE, AIR RIDE SEAT, LET2

CAB		DESCRIPTION
1800-1894-CAB	**CAB MODEL**	CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2
1809-0175-CAB	**CAB - OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, DUAL DRIVE, MTD LH SIDE AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2
1809-0167-CAB	**CAB - FLOOR GRIP TAPE**	FLOOR GRIP TAPE INSTALLATION, LET2
1001-0960-		

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

CAB		DESCRIPTION
CAB	**CAB - ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, DUAL DRIVE
2100-3347-CAB	**CAB - BASE ELECTRICAL**	ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT
2000-4561-CAB	**CAB - GRAB HANDLES (LH)**	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB - GRAB HANDLES (RH)**	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-82818	**CAB, ELEC - DOOR WINDOWS - SWITCH COUNT**	DUAL DRIVE, LH E/R, RH E/R
2100-3352-CAB	**CAB, ELECTRICAL - DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 4 SWITCHES
1908-0097-CAB	**CAB AIR PIPING, REAR AXLE**	AIR PIPING, AXLE - TANDEM AXLE 4S/4M ABS, LET2 WITH REAR FAC
2000-4809-CAB	**DECALS - CAB INTERIOR**	DECALS, INTERIOR, DUAL DRIVE, DIESEL
2000-4797-CAB	**DECALS - CALIFORNIA PROPOSTION 65**	DECAL - CALIFORNIA PROPOSITION 65
1810-0043-CAB	**CAB - MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
9999-CUSTOM-142070	**AIR SUSPENSION OVERRIDE**	NO OPTION - AIR SUSP DUMP VALVE, CAB

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

WARRANTY		DESCRIPTION
306A-0005	**WARRANTY, CHASSIS**	WARRANTY, CHASSIS, 4 YEAR EXT, 5 YEAR COVERAGE, EPA
306A-0059	**WARRANTY, ENGINE**	WARRANTY, CUMMINS L9 W/TOWING, 5 YR, 300,000 MI, PLAN 2, EPA/NON-CARB, 2019-2020
306A-0070	**WARRANTY, AFTERTREATMENT**	WARRANTY, CUMMINS L9 AFTERTREATMENT, 5 YR, 300,000 MI
306A-0014	**WARRANTY, TRANSMISSION**	WARRANTY, ALLISON, 3000RDS, 2 YR EXT, 5 YR COVERAGE
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, STANDARD

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LET2
ENGINE		CUMMINS 2022 L9 350 HP CARB/EPA, A/C, 3000RDS TRANSMISSION, W/O ENGINE BRAKE, LET2
PEAK POWER	HP	350
PEAK TORQUE	NM	1050 @ 1200
TRANSMISSION		TRANSMISSION ALLISON 3000RDS, TC-421, NON-RETARDER

BATTLE MOTORS

GVWR

1002220-1002223 LET2-46 RDK PROPOSAL

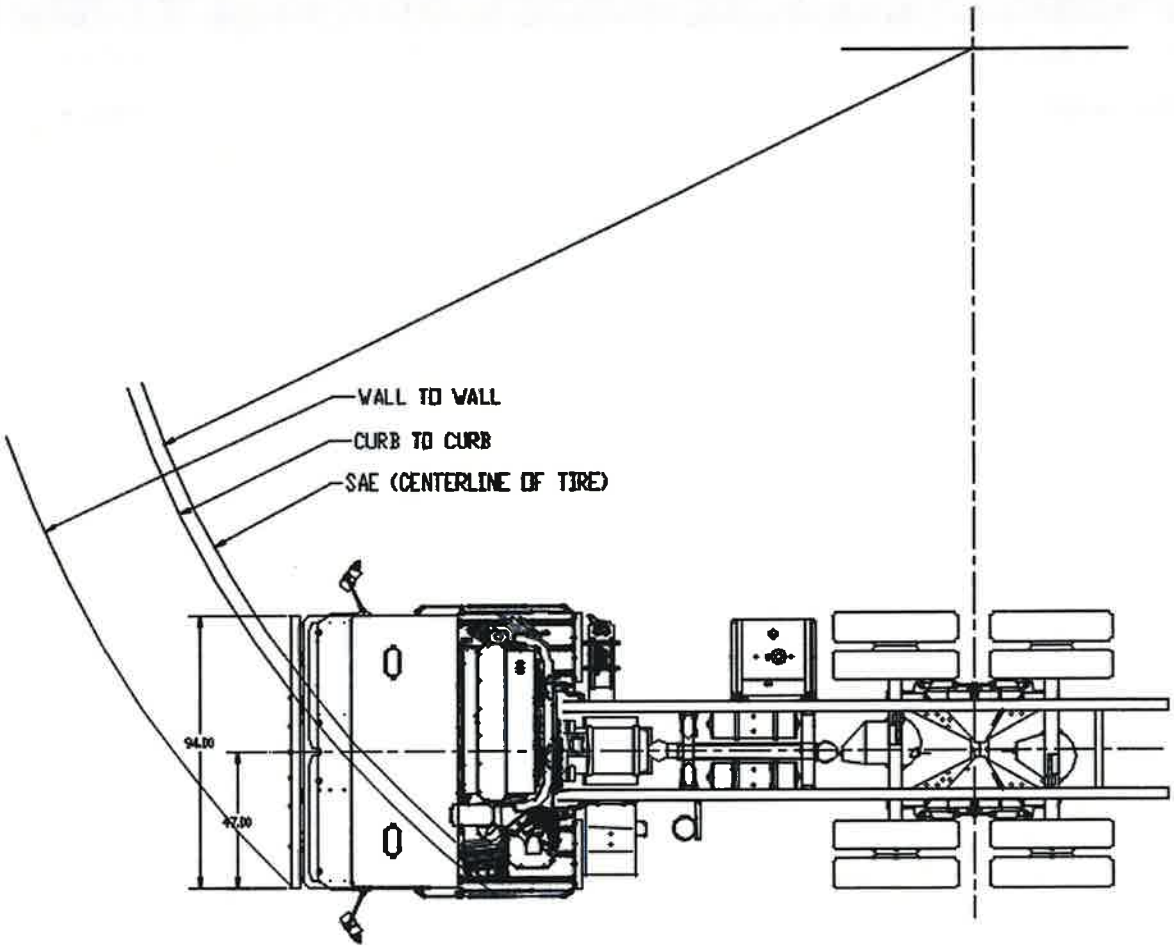
AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE	D46-170HP	23,000	D	22.5 X 8.25 / 7,400 @ 131	11R22.5H/16 / 6,005 @ 120 / 75	23,000 @ 120 / 75
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	R46-170H	23,000	D	22.5 X 8.25 / 7,400 @ 131	11R22.5H/16 / 6,005 @ 120 / 75	23,000 @ 120 / 75
					DRIVETRAIN GVWR (LBS)	66,000
					ENGINE APPLICATION GVWR (LBS)	66,000
					TRANSMISSION APPLICATION GVWR (LBS)	62,000
					TRUCK GVWR (LBS)	62,000

BATTLE MOTORS

COMPONENT LOCATIONS

1002220-1002223 LET2-46 RDK PROPOSAL

COMPONENT	LOCATION
AIR DRYER	LH STA. 80 INSIDE SILL / FRONT
AIR TANKS	116/134
BATTERY CABLES	LH STA. 50/62
DEF TANK	LH STA. 32/38
DIESEL FUEL TANK	LH STA. 80/104



ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)	
SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	36
CURB-TO-CURB (FT)	37
WALL-TO-WALL (FT)	38

BATTLE MOTORS

COMPONENT LOCATIONS *(CONT.)*

1002220-1002223 LET2-46 RDK PROPOSAL

ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)	
FRONT AXLE GROUND LOAD (LBS)	**11,275**
REAR AXLE GROUND LOAD (LBS)	**5,858**
TOTAL VEHICLE WEIGHT (LBS)	**17,133**

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	182	INCHES
AF (AFTER FRAME)	97	INCHES

BATTLE MOTORS

PAINT SPECIFICATIONS

1002220-1002223 LET2-46 RDK PROPOSAL

LOCATION	SELECTION
BATTERY BOX	PC BLACK
BUMPER	STANDARD BLACK
CAB	STANDARD WHITE
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	XTRA POLISH
FUEL TANK	BRUSHED ALUMINUM
REAR WHEELS	XTRA POLISH

BATTLE MOTORS

CHANGE AND CANCELLATION POLICY

1002220-1002223 LET2-46 RDK PROPOSAL

CHANGE POLICY

Outside 12 weeks
Changes will be considered on a case-by-case basis outside of 12 weeks. All approved and accepted changes will be charged a $250 fee per change.

Inside 12 weeks
Changes on non-major components will be considered on a case-by-case basis inside 12 weeks. All approved and accepted changes will be charged a $250 fee per change.

No major component changes or chassis swaps will be accepted inside of 12 weeks. Major components include, but are not limited to, frame rails, cabs, engines, transmissions, axles, and suspensions

Inside 10 weeks
No changes or swaps will be accepted inside 10 weeks.

CANCELLATION POLICY

Chassis Orders Inside 12 weeks
Cancellations will be considered on a case-by-case basis inside of 12 weeks. All approved and accepted cancellations will be charged a $5,000 fee per truck

Chassis Orders Inside 10 weeks
No cancellations of chassis orders will be accepted inside 10 weeks.

Custom Chassis and Uniquely Specified Trucks Inside 12 weeks
No cancellations of custom chassis and uniquely specified orders will be accepted inside 12 weeks. A deposit of up to 25% may be required with a guaranteed purchase order for custom chassis.
All change and cancellation fees shall be automatically debited, via electronic means, through Automated Clearing House (ACH) transfers from the Customer directly to the Company in United States currency within fifteen (15) days of change or cancellation.

RDK Assets, Inc dba RDK Truck Sales 3214 Adamo Dr. Tampa FL. 33605
TOLL FREE: 1-888-735-8789 • PHONE: (813) 241-0711 FAX: (813) 241-0414

CREDIT APPLICATION

Application will not be processed if any information is crossed out

Company Information

Legal Company Name		Years in Business
Company Address		City/ State
Business Telephone	Business Fax	Email
Principal Business Activity		Cell Phone
Mailing Address (if different from above)		

Corporation ( ) Partnership ( ) Sole-Prop ( ) Municipal ( )

Federal Tax ID #	# of Employees:	Credit Requested ( )	Credit Approved ( )

Personal Information on Officers, Partners, Principles,/Guarantors

All Fields must be filled in and date approved to process

Name	Title	% of Ownership	Name	Title	% of Ownership
Mortgage/Rent Amount	Gross Income		Mortgage/Rent Amount	Gross Income	
Address			Address		
City	State	Zip	City	State	Zip
Home Phone			Home Phone		
Social Security #	Date of Birth		Social Security #	Date of Birth	

Bank References

Name of Bank #1	Date Opened	Loan Account #
Contact/ Officer	Phone #	

Type of account ☐ Checking ☐ Savings ☐ CD ☐ Money Market

Has a bankruptcy ever been filed in a personal or business capacity? Yes ☐ No ☐ If yes, Year_____

Trade and References

Name of Supplier #1	City/State	Telephone #	Email	Contact
Name of Supplier #2	City/State	Telephone #	Email	Contact
Name of Supplier #3	City/State	Telephone #	Email	Contact

Vehicle Lease/Finance References

Name	Personal Contact
Phone#	Account#
Name	Personal Contact
Phone#	Account#

Current Fleet Size

#of Rear Loaders _____ Front Loaders_____ Roll Offs_____ Side Loaders_____ Truck _____ Other _____

Each of the undersigned certifies that the information requested above is true, accurate and complete. The Lessee/Loan Applicant named above, its owners and/or principals, and all individuals whose names appear on the application, expressly grants and authorizes consumer reporting agencies and other persons to furnish credit information to RDK Assets, Inc. (and all subsidiaries), separately or jointly with other creditors/or lessors, for use in connection with the lease or loan. RDK and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of the loan. The applicant(s) has read and agrees to the above consent and notice. This application may also be submitted to other financial sources. I personally guarantee any money owed on this account.

Applicant (print)	Signature	Title	Date
Applicant (print)	Signature	Title	Date

RDK ASSETS, INC.

CONSENT FOR USE OF A CONSUMER CREDIT REPORT

DATE:

Recognizing that my personal credit history may be a factor in the evaluation of the credit history or credit worthiness of _____ (the "Credit Application") or in the evaluation of my personal guarantee of the obligations of the Credit Application (if applicable). I hereby authorize RDK Assets, Inc. and/or it's assigned, and all affiliates thereof to obtain and use consumer credit reports pertaining to my credit history and/or credit worthiness from any credit reporting agency for use in connection with the credit application for the extension of business credit by RDK Assets, Inc. and/or it's assigned.

In connection with any such application for business credit, I further agree that the permission hereby granted to RDK Assets, Inc. to obtain a consumer credit report shall be ongoing and shall relate not only to the evaluation and/or credit extension of any business credit now or hereafter requested by Credit Application but also for purpose of reviewing Credit Applicant's account, taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time.

Acknowledge and agreed to by:

_____ _____

(Applicant Signature) Date:

_____

(Printed Name)

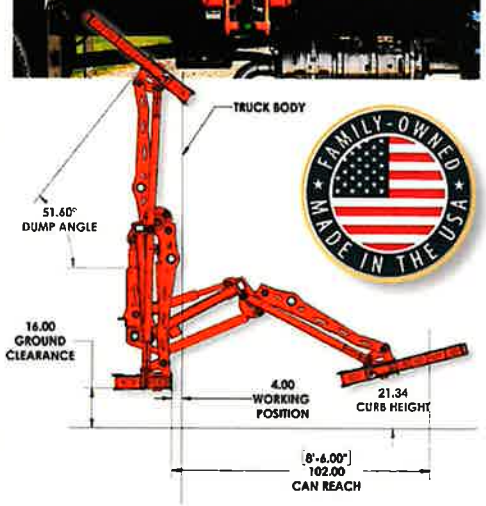
_____

(Social Security Number)

BANDIT

ARM FEATURES:

- EASY TO SERVICE AND MAINTAIN
- UNMATCHED COMPACTION
- INDUSTRY-LEADING CYCLE TIME
- FINGERTIP AND JOYSTICK CONTROLS COME STANDARD
- INDUSTRY-LEADING CYLINDERS WITH 2" PINS
- EASY OPERATING SYSTEM
- 8'6" ARM REACH
- SIMPLE, QUICK, ARM REPLACEMENT
- ARM UTILIZES OVERSIZED EXTRA HEAVY-DUTY 2" TAPERED BEARINGS
- 300+ GALLON CAPABLE FINGERS
- UNIVERSAL 30-300 GALLON GRABBER OPTIONS



FAMILY-OWNED MADE IN THE USA

EASY. SIMPLE. RELIABLE.

LOW MAINTENANCE / HIGH COMPACTION AUTOMATED SIDE LOADER BY Pac-Tech

A DIVISION OF CON-TECH MANUFACTURING, INC.

BANDIT

Changing the Industry

SIZES AVAILABLE:

20 yd. 28 yd. 31 yd.

FAMILY-OWNED MADE IN THE USA

RDK TRUCK SALES

www.rdk.com
813-241-0711

EASY. SIMPLE. RELIABLE.

3214 E. Adamo Dr
Tampa, FL 33605
info@rdk.com

THE BANDIT™ *Changing the Industry*

SCAN HERE TO LEARN MORE

EASY, SIMPLE, RELIABLE. The Bandit™ is a perfect example of what we can be accomplished by listening to our customers. It's easy to operate, built with staight-forward, reliable components, and will add value to your operation.

REPLACEABLE ARM PARTS
Featuring bolt-on replaceable parts for easier maintenance and repair

SIMPLE OPERATING SYSTEM
Minimizing downtime with a simple and easy-to-maintain system

MANUAL DUMP MANIFOLD
Ability to manually override controls to dump body

CHALLENGING *TRADITIONAL* THOUGHT:

L.E.D. LIGHTING SYSTEM
with watertight AMP seal connectors

HEAVY-DUTY BODY WALLS
constructed of AR200 steel

DURABLE TAILGATE WALLS
constructed of AR450 steel

TAILGATE LIGHT ENCLOSURE

CHROMIUM CARBIDE PACKER SHOES & WEAR STRIPS

1-PIECE, LONG-LASTING HOPPER FLOOR
constructed of Hardox™ AR500 Tuf steel

INDUSTRY-LEADING 7-YARD HOPPER SIZE

AXALTA™ POLYURETHANE PAINT
maximum protection for your investment

2-CAMERA L.E.D. SAFETY VISION® SYSTEM

ELECTRIC OVER HYDRAULIC CONTROLS

50-GALLON HYDRAULIC OIL RESERVOIR

TOUGH HOPPER WALLS
constructed of AR200 steel

REPLACEABLE WEAR SHOES
Bolt-on wear shoes allow for quick replacement to minimize downtime

CLEAN OUT DOORS
Extra large clean out doors for easier access

TAILGATE LATCH MECHANISM
Positive tailgate locking mechanism out of the way of debris

BOLT-ON STAINLESS STEEL FENDERS
Easily replaceable, made from corrosion-resistant stainless steel

LIGHT-UP MANIFOLD CONNECTIONS
Troubleshoot quickly and easily with integrated indicator lights

BOLT-ON STAINLESS STEEL LIGHTBARS
Replaceable lightbars, made from corrosion-resistant stainless steel

RDK ASSETS, Inc.

Toll-Free: 1-888-73
3214 Ada
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

RFP 24-02
FY 2023-2024
2 Automated Side Loader 31 yard garbage trucks

1. **Lead time for delivery of unit will be 180 days or less from date of awarded PO # .**
2. **Warranty information for the unit is included in the RDK/Battle proposal included in the bid.**
   Chassis: Manufacturer Warranty 5 years 350k miles
   Body: 1 year factory warranty.

3. **References currently operating automated side loader units.**

   Polk County Florida
   Brian Cogswell
   863-860-8224
   10 Environmental Loop
   Winter Haven, Fl 33880

   City of Bainbridge
   Johnny
   229-254-0615
   101 S. Broad Street
   Banbridge, GA 10029

   City of Winter Garden
   Michael Caines
   407-656-2256
   880 West Bay Street
   Winter Garden, Fl 34787

4. **Financing available through RDK. (Credit Application included in bid package).**

RDK
ASSETS, Inc.

Toll-Free: 1-888-73[illegible]9
3214 Ad[illegible]
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

5. Lease options available through RDK for the 2-Automated side loaders are as follows: 2024 Automated Side Load Battle with Pac-Tech body

13 Months lease @ $8,898.00 per month

24 Months lease @ $7,830.00 per month

*60 month estimated finance @ $7,137.00 per month

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Tampa, FL. 33605
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Email: info@rdk.com

LEASE REQUIREMENTS

Requirements for a truck lease from RDK Assets Inc.

1. **Customer Responsibility**
   a. **Customers must display their name on the cab**
   b. **Customers are responsible for routine maintenance, permits, licensing and repairs.**
   c. **Oil & filters MUST be changed every 200 hours.**
   d. **Routine maintenance REQUIRED by lessee: tires, belts, hoses, wires and brakes or anything that would be considered factory recommended maintenance.**
   e. **No more than an average of 60 hours per week; if over, additional charges may be applied.**
   f. **RDK must be notified within 24 hours of any accidents or occurrences involving equipment.**
   g. **Should the truck be operated on toll roads, lessee is required to register the vehicle to your toll account or place a transponder in the vehicle. Any toll fees that are billed directly to RDK will result in customers being charged a processing fee in addition to toll charges.**

2. **Truck must be returned at the end of the lease term to RDK with a current DOT inspection and will be required to pass RDK inspection. RDK will supply a $1.00 rental if a truck is down for more than 4 work days.**
3. **$1.00 rental is based upon availability.**

RDK ASSETS, Inc.

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Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Our RDK Truck Sales team has been serving the Tampa, Brandon, Clearwater, and Lakeland areas since 1997, and we look forward to the years to come. We are proud of the expert team members and the knowledge and experience they bring to our dealership, whether it is in sales, finance, or our renowned service department. No matter which automotive services you need, you can trust the RDK Truck Sales team to get the job done..

Speaking of our expert service team, you can entrust your work or commercial vehicle to our care. Our knowledgeable and experienced service and maintenance department is well versed in all sorts of vehicles, including garbage and waste management vehicles, mechanic trucks, and other unique models. We also have quality OEM vehicle car parts to ensure your vehicle will run as best it can.

We are proud of the services we provide here at RDK Truck Sales and we look forward to earning your trust as a customer as we did for every customer before you. If you have any questions, we encourage you to contact our team here at your friendly RDK Truck Sales. We look forward to meeting you!

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 24-03, 1 REAR LOAD 31 YARD GARBAGE TRUCK
SUBJECT:	The Town Commission will consider the bids received for RFP 24-03
STAFF ANALYSIS:	Town Staff received two bids for RFP 24-03 from RDK Truck Sales and Environmental Products Groups. Staff recommends approval of the bid from RDK Truck Sales for the needed purchase of (1) 31 yard rear load garbage truck.
FISCAL IMPACT:	$ 313,672.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	RFP 24-03 RDK Truck Sales bid packet Environmental Products Group bid packet

THE TOWN OF DUNDEE, FLORIDA

REQUEST FOR PROPOSAL FOR

1 REAR LOADER 31 YARD GARBAGE TRUCK

RFP NUMBER: 24-03

Responses are due by
4:00 PM on DECEMBER 13, 2023

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-03
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Trevor Douthat
Town Clerk
Town of Dundee
tdouthat@townofdundee.com
(863) 438-8330, Ext 258

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RFP 24-03

FY 2023-2024 – 1 REAR LOADER 31 YARD GARBAGE TRUCK

Sealed Bids marked "SEALED BID – FY 2023-2024 – 1 REAR LOADER 31YARD GARBAGE TRUCK" will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM Wednesday, December 13, 2023 at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the "Town") is seeking proposals on and/or for one (1) Rear Loader 31 Yard Garbage/Sanitation Truck (the "Truck") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the One (1) Rear Loader 31 Yard Garbage/Sanitation Truck; and (2) a total purchase price not to exceed $250,000.00 for the unit delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-03 are, as follows:

1. The bidder must provide lead time of the unit (from build to delivery).
2. Budder must include all warranty on the body and chassis (3-5 year).
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better

- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Trucks can empty debris either by slider wall or dumping.
- The hydraulic system should be 1 pump system and have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal (same amount of access space to clean out).
- Cab color – White with an option of Orange
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- 2 – Cart tippers
- Broom and shovel rack
- Tippers must be capable of emptying carts from a 45gallon to a 96gallon cart.
- Crew members steps on the rear of the truck should at least be 2 ½ to 3 feet long with a width of at least 10inchs. Should be adjustable at attach points of the truck.

No Pre-Bid meeting will occur, as it will not be a requirement of this RFP 24-03.

On Thursday, December 14, 2023 at 10:30 AM, bids will be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Interim Town Clerk until 4:30pm on Wednesday, November 29, 2023. For more information regarding this RFP 24-03, please contact **Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at tdouthat@townofdunde.com.**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-03: FY 2023-2024 – 1 REAR LOADER 31 YARD GARBAGE TRUCK.

The Town of Dundee welcomes your response to this RFP 24-03. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP 24-03 at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP 24-03. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 24-03, re-advertise RFP 24-03, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.

b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.

c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) Notwithstanding anything in this **Request For Proposal For 1-REAR LOADER 31 YARD GARBAGE TRUCK No. 24-03** (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.

j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.

k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents ($1,000,000.00).

II. State Law Compliance:

a) ***Scrutinized Companies***. Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-03 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.

b) ***Public Entity Crimes; Convicted Vendor List***. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

c) ***Drug-Free Workplace***. By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

d) ***E-Verify***. By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

e) ***No Consideration of Social, Political, and Ideological Interests***. CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-03 and/or the CONTRACT.

f) ***Contracting with Foreign Entities***. By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-03 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

a) ***APPLICABLE LAW***: Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.

b) ***BUSINESS DAYS***: Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.

c) ***CALENDAR DAYS***: Any and all days in a 365-day calendar year.

d) ***CHANGES***: The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.

e) ***DAYS***: A calendar day unless specifically stated otherwise.

f) ***TOWN***: The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

g) ***CONTRACT***: The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.

h) ***CONTRACTOR***: The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.

i) ***DEFAULT***: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

j) ***CONTRACT DOCUMENTS***: The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans

and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

k) ***INDEMNIFY / INDEMNIFICATION***: Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.

l) ***INSPECTION***: The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.

m) ***INSURANCE***: As specified in the Contract Documents.

n) ***LIMITATION ON MUNICIPAL INDEMNITY***: To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

   i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

   ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

o) ***STATEMENT OF ASSURANCE***: No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:

   i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and

ii) will submit such reports as the Town may thereafter require to assure compliance.

p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.

q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.

r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**

s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds

the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.

c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later

than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents ($1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

i) Town bid number and/or title (if applicable);
ii) Name and/or address of the Town department, division or agency affected;
iii) The name and address of the affected party;
iv) The title and position of the person submitting the protest;
v) A statement of disputed issues of material fact;
vi) If there are no disputed material facts, the written letter must so indicate;
vii) Concise statement of the facts alleged;
viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
ix) Statement identifying with specificity the relief which an entitlement is alleged; and
x) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

i) The background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.

h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town**.

i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

j)

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7) PROPOSALS:

a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.

b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).

d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.

h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.

b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

a) The bidder misstates or conceals any material fact in the bid;

b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or

c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.

b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid**.

c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.

d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

i) Evaluations and quality of performance on previous projects;
ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
iii) Ability to fulfill the contract within the time specified, without delay;
iv) Character, integrity, reputation, judgment, experience and efficiency;
v) Previous compliance with laws and ordinances relating to the contract;
vi) Sufficiency of the financial resources to fulfill the contract;
vii) Quality, availability and adaptability of the supplies or contractual services;
viii) Ability to provide future maintenance and service, as required or needed; and
ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.

b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of' said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

b) The MSDS shall be maintained by the Town and must include the following information:

   i) The Division/Department to which the material was shipped.

   ii) The chemical name and the common name of the toxic substance.

iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;

(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

v) The emergency procedures for spills, fire, disposal, and first aid.

vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.

vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.

c) Availability or completion period.

d) Previous vendor record on similar projects or requirements.

e) Business location closest to the Town.

26) NOTICE:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million ($1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c) Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

c) If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs.com**/EmployerRegistration, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov** le-verify or contact USCIS at **1-888-464- 4218.**

CONSTRUCTION AND OTHER CLAUSES

(*provisions related to construction may not be applicable to all contracts awarded***)**

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies.

When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

i) All ODP's shall be billed to the Town in care of the Contractor**.**

ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms**. All discounts shall accrue to the Town.**

iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.

ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.

iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.

v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.

ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.

iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.

d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.

e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town

or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to-meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.

b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town’s applicable specifications.

c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.

d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.

b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.

c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.

b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

<u>For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met</u>:

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i)	Part One:	"Statutory"	
(ii)	Part Two:	$500,000.00	Each Accident
		$500,000.00	Disease-Policy Limit
		$500,000.00	Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements1other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

(i) Mold, Fungus or Bacteria
(ii) Terrorism
(iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects and Engineers Professional Liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i)	$1,000,000.00	General Aggregate
(ii)	$1,000,000.00	Products/Completed Operations Aggregate
(iii)	$1,000,000.00	Personal and Advertising Injury
(iv)	$1,000,000.00	Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s)

or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment1. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

ii) Any and all bodily injuries, sickness, disease or death;

iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;

iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or

v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any

tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.

vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub- sub-consultants, materialmen, or agents of any tier or their respective employees.

b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.

c) This contractual indemnity shall survive the termination of this Contract.

d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.

g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such

obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub- subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.

k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

a) In cases where the bid price exceeds $30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages**.

b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified**.

56) PERFORMANCE AND PAYMENT BOND:

a) In cases where the bid price exceeds $30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

i) Minimum rating of “A-” or better;

ii) Financial Size Category of “VII” according to the A.M. Best Company; and

iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.

c) **Awards of $500,000 or less**: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.

d) **Power of Attorney**: An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.

e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.

c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed

defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.

e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:

   i) The work performed and/or materials supplied; and

   ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.

b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.

c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.

b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.

c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.

d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.

b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity

b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. "FY 2023-24 – 1 REAR LOADER 31 YARD GARBAGE TRUCKS"

The Town of Dundee (the "Town") is seeking proposals on and/or for one (1) Rear Loader 31 Yard Garbage/Sanitation Truck (the "Truck") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the hereto and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the One (1) Rear Loader 31 Yard Garbage/Sanitation Truck; and (2) a total purchase price not to exceed $250,000.00 for the unit delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-03 are, as follows:

1. The bidder must provide lead time of the unit (from build to delivery).
2. Budder must include all warranty on the body and chassis (3-5 year).
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS:

- Body color – White with the option of Green
- 31 Yard Capacity
- Roof 10 gauge or better steel
- Sides 1/8inch thick or better
- Packer panel 1/4inch thick or better
- Body floor 3/16inch thick or better
- Tailgate back 1/8inch thick
- Tailgate sides 10 gauge or better
- Hooper floor/sides 1/4inch thick
- Ram guide 3/8inch x 3inch
- Trucks can empty debris either by slider wall or dumping.
- The hydraulic system should be 1 pump system and have cooling fans to prevent overheating of hydraulic system.
- Must have emergency valves/solenoids to bypass the electrical controls in case of failure.
- Grease/liquid clean out area doors must be equal (same access space to clean out).

- Cab color – White with an option of Orange
- Electric mirrors/ heated
- Electric windows
- Heat/Ac
- Air ride/adjustable seats
- Wash out floor mats/ rubber flooring.
- Prefer a full cab not a cab over if Cab over is only choice auto car would be preferred.
- Radio AM/FM Bluetooth

OTHER SPECIFICATIONS:

- Automatic transmission
- Diesel powered with DEF system.
- Differential lock must be included.
- Access doors for cleaning and maintenance of body
- Locate stickers for all grease points.
- Side/rear view and hopper cameras must be included.
- Side and rear strobe lights
- Work lights for side and rear and in the hopper area of truck
- Back up alarm
- 2 – Cart tippers
- Broom and shovel rack
- Tippers must be capable of emptying carts from a 45gallon to a 96gallon cart.
- Crew members steps on the rear of the truck should at least be 2 ½ to 3 feet long with a width of at least 10inchs. Should be adjustable at attach points of the truck.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.

B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.3 WARRANTIES

A. All work, product(s), equipment, materials, and workmanship shall be warranted for a

minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

BID FORM

FY 2023-2024 – 1 REAR LOADER 31YARD GARBAGE TRUCK

RETURN DATE: December 13, 2023 by 4:00 PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-03
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE· EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature_____ Date:_____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I_____("Affiant"), being first duly sworn, deposes and says that:

(1) Affiant is_____(insert job title) of_____(insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I_____("Undersigned"), certify that:

(1) Undersigned is_____(insert job title) and duly authorized to act on behalf of the Contractor_____that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____ _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

_____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

ORIGINAL

BID FORM

FY 2023-2024 – 1 REAR LOADER 31YARD GARBAGE TRUCK

RETURN DATE: December 13, 2023 by 4:00 PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-03
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. 2024 Battle Motors				
PAC-Tech HD 31yd	1		313,672.00	$ 313,672.00
4 man cab				
Rear Load				
5.				
6.				
7				
8.				
			TOTAL ($)	$313,672.00

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: RDK Truck Sales

Company Address: 3214 Adamo Dr.

Company City: Tampa State: Florida Zip: 33605

Company Phone Number: 813-241-0711 Fax Number: 813-241-0414

Authorized Representative: Joanie Beckwith

Signature: Joanie Beckwith Date: 12/12/23

Print Name: Joanie Beckwith Phone Number: 813-210-1948

Title: Executive Assistant

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name RDK Truck Sales

Signature Joanie Beckwith **Date:** 12/12/23

Printed Name Joanie Beckwith

Title Executive Assistant

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florid COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF December 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ✓ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Timothy Kemner

Notary Public State of Florida
Timothy Kemner
My Commission HH 001696
Expires 05/19/2024

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Jeanie Beckwith **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is Executive Assistant (insert job title) of RDK Truck Sales (insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Hillsborough

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th DAY OF December, 20 23

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ✓ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Timothy Kemner

Notary Public State of Florida
Timothy Kemner
My Commission HH 001698
Expires 05/19/2024

CERTIFICATION OF DRUG-FREE WORKPLACE

I Dave Schreiner ("Undersigned"), certify that:

(1) Undersigned is Controller (insert job title) and duly authorized to act on behalf of the Contractor RDK Truck Sales that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, RDK Truck Sales _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 12/12/23 NAME OF ENTITY: RDK Truck Sales

PHONE/FAX: 813-241-0711 / 813-241-0414

ADDRESS: 3214 Adamo Dr
Tampa, Fl 33605

SIGNATURE:

PRINT NAME: D J Schreiner Controller

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

* NOT Applicable

Item 9.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
RDK TRUCK SALES

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3214 E Adamo Dr.

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33605

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 6 – 2 0 3 8 3 1 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ K Schreiner Date ▶ 1/3/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

REARLOADER FEATURES:

- EASY TO SERVICE AND MAINTAIN
- UNMATCHED COMPACTION
- INDUSTRY-LEADING CYCLE TIME
- BOLT-ON REPLACEABLE LOAD EDGE
- PATENTED, REPLACEABLE BUSHINGS ON SLIDE
- STANDARD HYDRAULIC CAN LOCKERS FOR SAFETY AND EFFICIENCY
- ROBOTIC PRECISION WELDING
- SPECIALIZED BLEND OF STEEL USED
- EXCELLENT OEM PARTS AVAILABILITY FROM PAC-TECH PARTS

EASY. SIMPLE. RELIABLE.

LOW MAINTENANCE / HIGH COMPACTION REAR LOADER BY Pac-Tech
A DIVISION OF CON-TECH MANUFACTURING, INC.

REARLOADER
Changing the Industry

SIZES AVAILABLE:

20 yd. 25 yd. 28 yd. 32 yd.

FAMILY-OWNED MADE IN THE USA

RDK TRUCK SALES

www.rdk.com
813-241-0711

EASY. SIMPLE. RELIABLE.

3214 E. Adamo Dr
Tampa, FL 33605
info@rdk.com

REAR LOADER
Changing the Industry

SCAN HERE TO LEARN MORE

EASY, SIMPLE. RELIABLE. Our customers asked and we listened. Our updated Rear Loader will move those equipment worries to the back of your mind with reinforced, interchangable, and innovative solutions for your fleet.

1/4" ABRASION RESISTANT STEEL HOPPER FLOOR
Quality materials and increased thickness promote an extended life cycle for your equipment

BOLT-ON, REPLACEABLE, STAINLESS STEEL LIGHTBAR
Replaceable lightbar made from corrosion-resistant stainless steel components

MODERNIZING *TRADITIONAL* THOUGHT:

L.E.D. LIGHTING SYSTEM
with watertight AMP seal connectors

DURABLE REAR TAILGATE SIDE WALLS
constructed of AR450 steel

TOUGH SWEEP FACE PLATE
constructed of AR200 steel

HYDRAULIC CAN LOCKERS
comes standard on all rear loaders for increased safety and efficiency

INDUSTRY-LEADING 3.5-YARD HOPPER

STANDARD 1/4" STEEL HOPPER FLOOR
constructed of AR200 steel

REINFORCED ROOF DESIGN
constructed of AR200 steel to prevent warping

AXALTA™ POLYURETHANE PAINT
maximum protection for your investment

2-CAMERA L.E.D. SAFETY VISION® SYSTEM

ELECTRIC OVER HYDRAULIC CONTROLS

50-GALLON HYDRAULIC OIL RESERVOIR

HEAVY-DUTY BODY WALLS AND FLOOR
front body walls constructed of AR200 steel, rear body walls constructed of AR450 steel

BOLT-ON LOAD EDGE
Ability to accommodate any standard cart tipper locations

REUSABLE BUSHING ON SLIDE
Maintenance-friendly replacable bushings to minimize downtime

HYDRAULIC CAN LOCKERS
Reduces number of steps while keeping your drivers safe

BOLT-ON, STAINLESS STEEL FENDERS
Easily replaceable, made from corrosion-resistant stainless steel

REPLACEABLE SHOES
Bolt-on shoes allow for quick replacement to minimize downtime

EASY-ACCESS CLEAN OUT DOORS
Extra large clean out doors with optional stowable fold-out ladder

Pac-Tech®
A DIVISION OF CON-TECH MANUFACTURING, INC.

Extreme Duty Rear Loader

Body Specifications:
Body Floor 3/16" AR200
Side Walls Front Section 10 Ga AR200
Side Walls Rear Section 1/8" AR450
Roof 10 Ga AR200

Tailgate Specifications:
Tailgate Walls 3/16" AR200
Wear Strips 1/2" x 3" 1044 Steel
Tailgate Seal Height 50"

Electronic Specifications:
Safety Vision 630A Backup Camera System

Hydraulic Specifications:
Pump – Parker PGP365, Single Gear w/ Overspeed Protection
Control Valves – VA35 Open Center
Oil Reservoir – 50 Gallon
Filtration – 100 Mesh Suction Strainer
Filtration - 10 Micron Return Filter

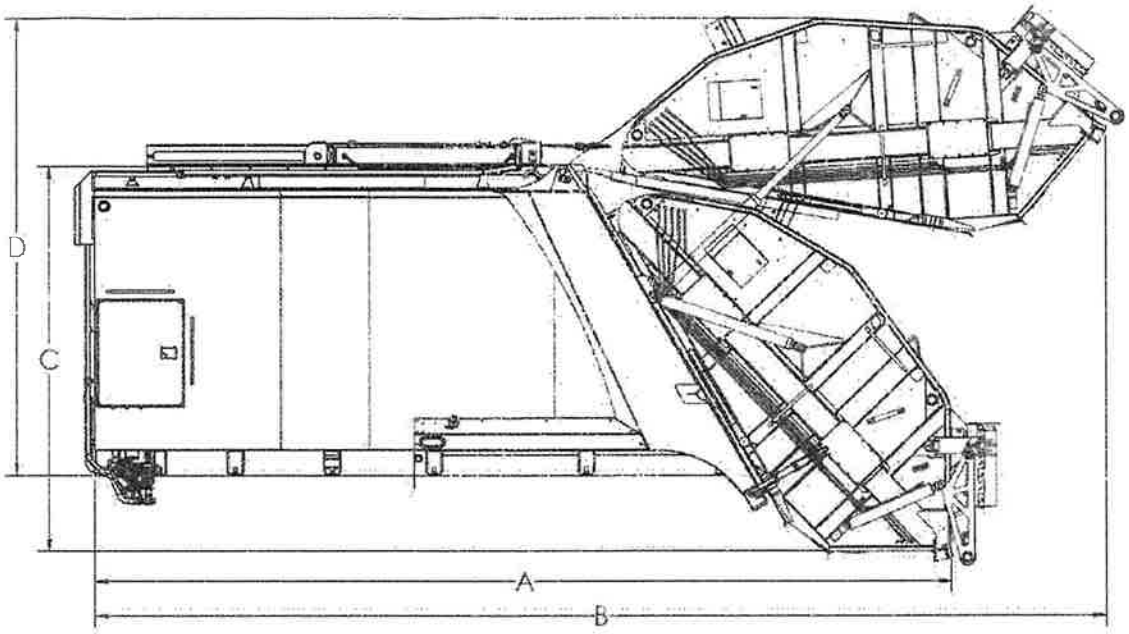
Safety Specifications:
Front and Rear System Emergency Stop Switches
Rear Light Bar Painted Black

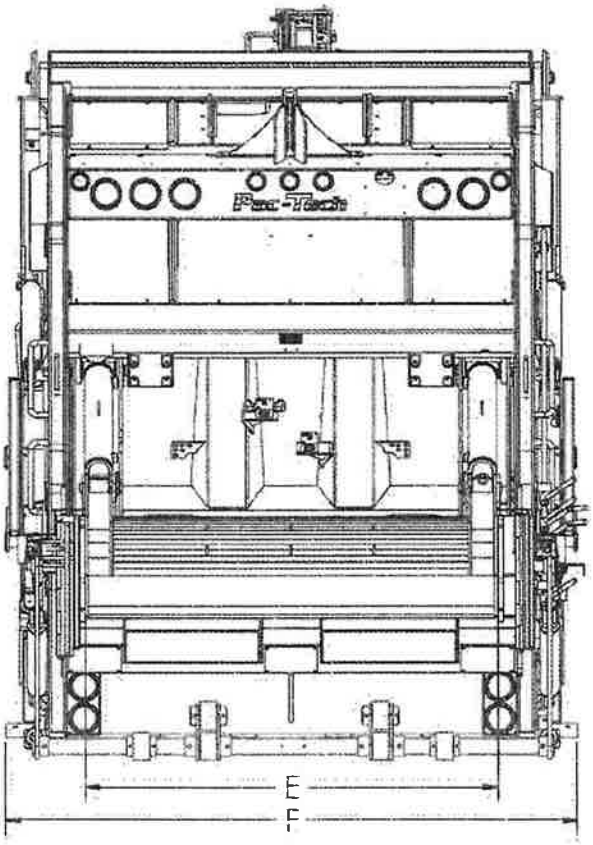
Hopper Specifications:
Hopper Capacity 3.5 cubic yds.
Hopper Floor 1/4" AR200
Hydraulic Cart Locker System

Packer Specifications:
Slide Face Plate 3/16" Grade 50 High Strength Steel
Sweep Face Plate 1/4" AR200
Packer Edge Strip 1/2" Grade 50 High Strength Steel
Slide and Sweep Bolt-In Replaceable Bushings

Cylinder Specifications:
Ejector – 20yd 3 Stage, 25yd 4 Stage
Slide – 5" Bore, 4" Rod (Hard Chrome Plated)
Sweep – 4.5" Bore, 3.5" Rod (Hard Chrome Plated)
Tailgate – 3" Bore, 2.5" Rod (Hard Chrome Plated)

Paint Specifications:
Steel Shot Blasted Before Priming
Axalta Urethane Primer
Axalta Imron Elite Finish





Dimensions			
	Description	20 Yard	25 Yard
A	Body Lengt: Tailgate Closed	233 in.	266 in.
B	Body Length: Tailgate Open	281 in.	313 in.
C	Height: Tailgate Closed	119 in.	119 in.
D	Height: Tailgate Open	147 in.	147 in.
E	Inside Hopper Width	80 in.	80 in.
F	Overall Width w/Steps	101.5 in.	101.5 in.

* Actual Dimension May Vary

Pac-Tech Rear Load Bid Specs

-3.5 Yard Hopper

-1/4" AR 200 Steel Hopper Floor

-10ga AR 200 Steel Front Section Side Walls

-1/8" AR 450 Steel Rear Section Side Walls

-3/16" AR 200 Steel Body Floor

-10ga AR 200 Steel Roof

-AR 450 Hardox Tailgate Side Walls

-1/2"X 3" 1044 Steel Tailgate Wear Strips

-1/4" AR 200 Sweep Face Plate

-3/16" Grade 50 High-Strength Steel Side Face Plate

-1/2" Grade 50 High- Strength Steel Packer Edge Strip

-50" Tailgate Seal

-Bolt on Packer Shoes

-Bolt on Stainless Steel Fenders

-Bolt On Stainless Steel LED Light Bar

-Bolt on Load Edge

-Stowable Fold Out Ladder for Clean Out Door

-Reusable Bushings on Slide Assembly

-Hydraulic Can Lockers

-Front and Rear System Emergency Stop

-LED Lighting System with Watertight Amp Seal Connectors

-Parker PGP365 Gear Pump with Overspeed Protection

-50 Gallon Hydraulic Reservoir

-100 Mesh Suction Strainer with 10 Micron Return Filter

-VA35 Open Center Control Valves

-Hard Chrome Plated 4” Slide Cylinders

-Hard Chrome Plated 3.5” Sweep Cylinders

-Hard Chrome Plated 2.5” Tailgate Lift Cylinders

-Steel Shot Blasted Body Prep

-Axalta Imron Premium Paint

1004724-1004732 RDK LET2 28YD REL PROPOSAL

BATTLE MOTORS

Date
12/11/2023

Quote Information
202308032007-29D0
9000-0922T
1004724-1004732

2025 Sales LET2
Qty: 9

Prepared For
RDK
3214 Adamo Dr.
Tampa, FL 33605

Prepared By
Rebekah Beckwith
bekah@rdk.com
RDK

Shipping Destination: Minneapolis, MN (Midwest Diesel)

BATTLE MOTORS

TECHNICAL SPECIFICATIONS

1004724-1004732 RDK LET2 28YD REL PROPOSAL

MODEL		DESCRIPTION
9999-CUSTOM-139414	FUEL TYPE	DIESEL
9999-CUSTOM-142950	BODY APPLICATION	PAC TECH, RL, 28 CY
9999-CUSTOM-142671	SURFACE	OPERATES IN LANDFILL
9999-CUSTOM-83099	CARB/EPA	EPA / NON-CARB
9999-CUSTOM-83046	WHEELBASE	206 WHEELBASE
9999-CUSTOM-82528	CAB STYLE	LET2CC CREW CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-82536	CAB / DOORS	LET2CC CREW CAB, W/VISOR, LH STANDARD / RH STANDARD DOORS
9999-CUSTOM-82491	DRIVE TYPE	LH DRIVE

FRAME		DESCRIPTION
9999-CUSTOM-83058	FRAME RAILS	SINGLE SILL
9999-CUSTOM-142332	FRAME SILL LENGTH	30' FRAME SILLS
1500-23-4552	FRAME	FRAME ASM 206" WB, 11" SILLS, 30', HMX-EX, LET2CC
1502-0580	FRAME , FRONT EXTENSION	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER

ENGINE EQUIPMENT		DESCRIPTION
9999-CUSTOM-83079	ENGINE MODEL	CUMMINS L9, LET2
1000-3250	ENGINE	CUMMINS 2022 L9 350 HP, A/C, 3000RDS TRANSMISSION, W/ ENGINE BRAKE, LET2
9999-CUSTOM-142363	ENGINE PTO ADAPTER	1350/1410 FEPTO ADAPTER
2100-3361	ENGINE, ALTERNATOR	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N
2000-4701	ENGINE, DIPSTICK/OIL FILL	ENGINE DIPSTICK MTG ONLY, L9/L9N
162X-0520	ENGINE PROGRAMMING PARAMETERS	ENGINE PRGM-B6.7/L9, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH, ENGINE BRAKE
2003-0574	ENGINE, BLOCK HEATER	ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER
1005-1883	ENGINE COOLING	RADIATOR; CUMMINS 2021 L9, OFFSET RADIATOR LET2
2500-0126	ENGINE COOLING, OPTIONS	REMOTE COOLANT FILL, RH FENDER MOUNTED

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

ENGINE EQUIPMENT		DESCRIPTION
		RETARDER
1010-1222	AIR CLEANER	AIR CLEANER, CUMMINS L9, CUMMINS OPTI-AIR, LET2
1010A-0052	AIR CLEANER STACK	AIR CLEANER STACK, W/O PRECLNR, LET2
1004-2077	EXHAUST	EXHAUST, 2021 CUMMINS L9, 260-350 HP, LET2 OFFSET RAD.
1004A-0053	EXHAUST STACK	FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 36" LONG

TRANSMISSION EQUIPMENT		DESCRIPTION
9999-CUSTOM-83084	TRANSMISSION MODEL	ALLISON 3000RDS, LET2
1007-1165	TRANSMISSION	TRANSMISSION ALLISON 3000RDS, TC-421, NON-RETARDER
2501-1525	TRANSMISSION OIL PIPING	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS
2100-3341	TRANSMISSION PROGRAMMING	TCM-ALLISON, 3000RDS, SINGLE DRIVE, TC421, 6 SPD, 145 AG, L9
2502-0827-CAB	AUTO NEUTRAL	PARK BRAKE AUTO NEUTRAL

STEER AXLE		DESCRIPTION
1100A-0052	FRONT STEER AXLE	FRONT STEER AXLE, D2000F, STD TRACK, 20" CMBR, ALL WB'S, AIR DISC BRAKES
1402-0630	POWER STEERING RESERVOIR	POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2CC
1101-0638	FRONT SUSPENSION	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS
1401-0331	STEERING COLUMN CHASSIS (LH)	STEERING COLUMN, CHASSIS - LET2, LHD, TILT, W/CRUISE, 18" WHEEL
1400-0716	STEERING GEAR	STEERING GEAR, XD-120, LH DRIVE, CREW CAB, LET2CC

DRIVE AXLE		DESCRIPTION
9999-CUSTOM-142767	REAR SUSPENSION MODEL	HMX-EX-460 - HENDRICKSON HAULMAAX, 46,000 LBS RATED
9999-CUSTOM-83049	REAR DRIVE AXLE MODEL	D46-170 - REAR DRIVE AXLE
1201-23-1983	REAR SUSPENSION	REAR SUSPENSION ASSY - HENDRICKSON HMX-EX-460, D46-170 @ 1.5° & 11°
1200A-0202	REAR DRIVE AXLE	REAR AXLE, D46-170HP, 16.5 X 8.62, 5.57, STD DIFF, BAR PIN

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

DRIVE AXLE		DESCRIPTION
2102-0132	**ABS SYSTEM**	ABS SYSTEM, BENDIX 4S/4M, 500K BAUD
2000-4734	**LUBE, REAR DRIVE AXLE**	LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140
9999-CUSTOM-142071	**AIR SUSPENSION DUMP VALVE**	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS
1204-0227	**REAR BUMP BLOCKS**	REAR BUMP BLOCK, CAST BOLT ON, HMX

TIRES / WHEELS		DESCRIPTION
2-515-4787-0139	**TIRES/WHEELS , FRONT STEER AXLE**	COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 2.14" INSET
8-515-7316-0141	**TIRES/WHEELS , DRIVE AXLE**	COOPER RHA 11R22.5 16/H ACCURIDE, ALUMINUM, XTRA POLISH

FUEL		DESCRIPTION
1003-0971	**FUEL TANK**	DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN
1003A-0049	**DEF TANK**	DEF TANK, MTD RH BEHIND FENDER, RH 32/38, B6.7/L9
2503-0840	**FUEL PIPING / FILTER**	FUEL PIPING, L9, F.T. RH 80/104, DEF TANK RH

CHASSIS		DESCRIPTION
1502-0629	**FRONT BUMPER**	FRONT BUMPER, WIDE FLANGE FLAT BUMPER
1801-0600	**FENDERS, FRONT**	FENDER, FRONT- BLACK PLASTIC, LET2CC
1503-3044	**BATTERY BOX SPACERS**	BATTERY BOX SPACERS, LOWERS 12.5" BELOW TOP OF FRAME
2000-4813	**DECALS , CHASSIS EXTERIOR**	DECALS, EXTERIOR, DIESEL,TRANSYND
2003-0615	**HVAC , CHASSIS**	HVAC, LET2CC CREW CAB, L9/L9N, AURORA NON-BLENDING
2501-1542	**OIL PIPING, CAB TILT**	CAB TILT, LET2CC, CREW CAB, ELEC PUMP, ELEC. FAN, NO PLOW
1503-2963	**OVER ENGINE CROSSMEMBER**	OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2

CAB		DESCRIPTION
1800-1900-CAB	**CAB MODEL**	CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2CC
1401-0331-CAB	**STEERING WHEEL (LH)**	STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL
2100-3404-CAB	**IGNITION KEYS**	IGNITION (2) KEYS D250, STD/BI-FOLD DOOR C250

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

CAB		DESCRIPTION
2003-0369-CAB	**CAB , DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
1810-0061-CAB	**CAB GRILLE**	BATTLE GRILLE, SMOOTH FLAT BLACK
1809-0168-CAB	**CAB , FLOOR GRIP TAPE**	FLOOR GRIP TAPE INSTALLATION, LET2CC
1001-0946-CAB	**CAB , ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE
2000-4561-CAB	**CAB , GRAB HANDLES (LH)**	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB , GRAB HANDLES (RH)**	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-82812	**CAB, ELEC , DOOR WINDOWS , SWITCH COUNT**	LH DRIVE, LH E/R, RH E/R
2000-4808-CAB	**DECALS , CAB INTERIOR**	DECALS, INTERIOR, SINGLE DRIVE, DIESEL
1810-0043-CAB	**CAB , MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
2201-0118	**WINDSHIELD WIPERS**	WINDSHIELD WIPERS, SINGLE DRIVE
1802-0077	**CAB MOUNTING**	CAB MOUNTING - LET2 CREW CAB
2003-0615-CAB	**HVAC , CAB**	HVAC, LET2CC CREW CAB, L9/L9N, AURORA NON-BLENDING

INSTRUMENTATION		DESCRIPTION
9999-CUSTOM-142070	**AIR SUSPENSION DUMP VALVE, CONTROLS**	NO OPTION - AIR SUSP DUMP VALVE, CAB
9999-CUSTOM-143240	**DASH LAYOUT**	STANDARD DASH LAYOUT
9999-CUSTOM-82609	**RADIO LOCATION**	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
1809-0173-CAB	**CAB , OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, LHD, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2
2100-3166-CAB	**CAB , ENGINE BRAKE**	ELECTRICAL, CUMMINS ENGINE COMPRESSION (JAKE) BRAKE CONTROLS
2202-0047-CAB	**INSTRUMENT CLUSTER**	ANALOG GAUGES, LH DRIVE, DIESEL, MPH, 3/4 STEEL, LET2CC

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

INSTRUMENTATION		DESCRIPTION
2000-4582-CAB	CAB , AIR HORN	AIR HORN, DUAL TONE, UNDER CAB
2000-4582	AIR HORN	AIR HORN, DUAL TONE, UNDER CAB

DOORS/MIRRORS		DESCRIPTION
1803-0087-CAB	CAB , DOOR (LH)	STANDARD DOOR, LH
1804-0086-CAB	CAB , DOOR (RH)	STANDARD DOOR, RH
1806-1332-CAB	CAB , MIRROR (LH)	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED
1808-0120-CAB	CAB , MIRROR (RH)	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED
1806-1292-CAB	CAB , MIRROR, SPOT	MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED

CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	CAB , SEAT MATERIAL	SEAT - ASPHALT CLOTH
2001-0489-CAB	CAB , SEATS (LH)	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LET2CC
2011-0288-CAB	CAB , SEATS (RH)	SEAT 2-WAY ADJUSTABLE, SEARS C2, ASPHALT CLOTH, RH, LET2CC
2011-0237-CAB	CAB , SEAT (CENTER BENCH)	SEAT CENTER BENCH ONLY, ASPHALT CLOTH, LET2CC
2000-4771-CAB	CAB , SEAT BELTS (LH)	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2
2000-4859-CAB	CAB , SEAT BELTS (RH)	SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2

AIR PIPING		DESCRIPTION
2502-0801	AIR DRYER	AIR DRYER, BENDIX, AD9EP
1910-0457	AIR PIPING, AIR DRYER	AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 68 / FRONT
1503-2857	AIR PIPING, FRAME SUPPORTS	FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, SINGLE SILLS
1906-0844	AIR PIPING, FRAME	FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS
1904-0073	OPTIONAL AUTOMATIC DRAIN VALVES	BENDIX HEATED DV-2 AUTOMATIC DRAIN VALVE @ WET TANK ONLY
1906-	OPTIONAL CHARGE VALVE	SCHRADER CHARGE VALVE @ AIR DRYER

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

AIR PIPING		DESCRIPTION
1907-0459-CAB	**CAB , AIR PIPING**	CAB AIR PIPING, LHD ONLY, RH SIT-DOWN, RH FOOTREST, LET2/LET2CC
1908-0088-CAB	**CAB AIR PIPING, REAR AXLE**	CAB AIR PIPING, TANDEM REAR AXLE, 4S/4M

ELECTRICAL		DESCRIPTION
2101-0645	**12V BATTERIES**	BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER
2000-4831	**ELECTRICAL, BATTERY CABLES**	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 32/44, DISC SWITCH
2100-2518	**BATTERY DCS - INDICATOR LIGHT**	BATTERY DISC SWITCH, 1" AMBER INDICATOR (PILOT LIGHT) AT BATTERY BOX
2100-2983	**ELECTRICAL, POWER FEED HARNESS**	ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50
2103-0293	**ELECTRICAL, ENGINE**	ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD
2100-3347	**ELECTRICAL, BASE, CHASSIS**	ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG
2100-3347-CAB	**CAB , BASE ELECTRICAL**	ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT
2100-3351-CAB	**CAB, ELECTRICAL , DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 3 SWITCHES
2000-2215	**BACK,UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

WARRANTY		DESCRIPTION
306A-0005	**WARRANTY, CHASSIS**	WARRANTY, CHASSIS, 4 YEAR EXT, 5 YEAR COVERAGE, EPA
306A-0059	**WARRANTY, ENGINE**	WARRANTY, CUMMINS L9 W/TOWING, 5 YR, 300,000 MI, PLAN 2, EPA/NON-CARB, 2019-2020
306A-0070	**WARRANTY, AFTERTREATMENT**	WARRANTY, CUMMINS L9 AFTERTREATMENT, 5 YR, 300,000 MI
306A-0014	**WARRANTY, TRANSMISSION**	WARRANTY, ALLISON, 3000RDS, 2 YR EXT, 5 YR COVERAGE
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, STANDARD

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LET2
ENGINE		CUMMINS 2022 L9 350 HP, A/C, 3000RDS TRANSMISSION, W/ ENGINE BRAKE, LET2
PEAK POWER	HP	350
PEAK TORQUE	NM	1050 @ 1400
TRANSMISSION		TRANSMISSION ALLISON 3000RDS, TC-421, NON-RETARDER

BATTLE MOTORS

GVWR

1004724-1004732 RDK LET2 28YD REL PROPOSAL

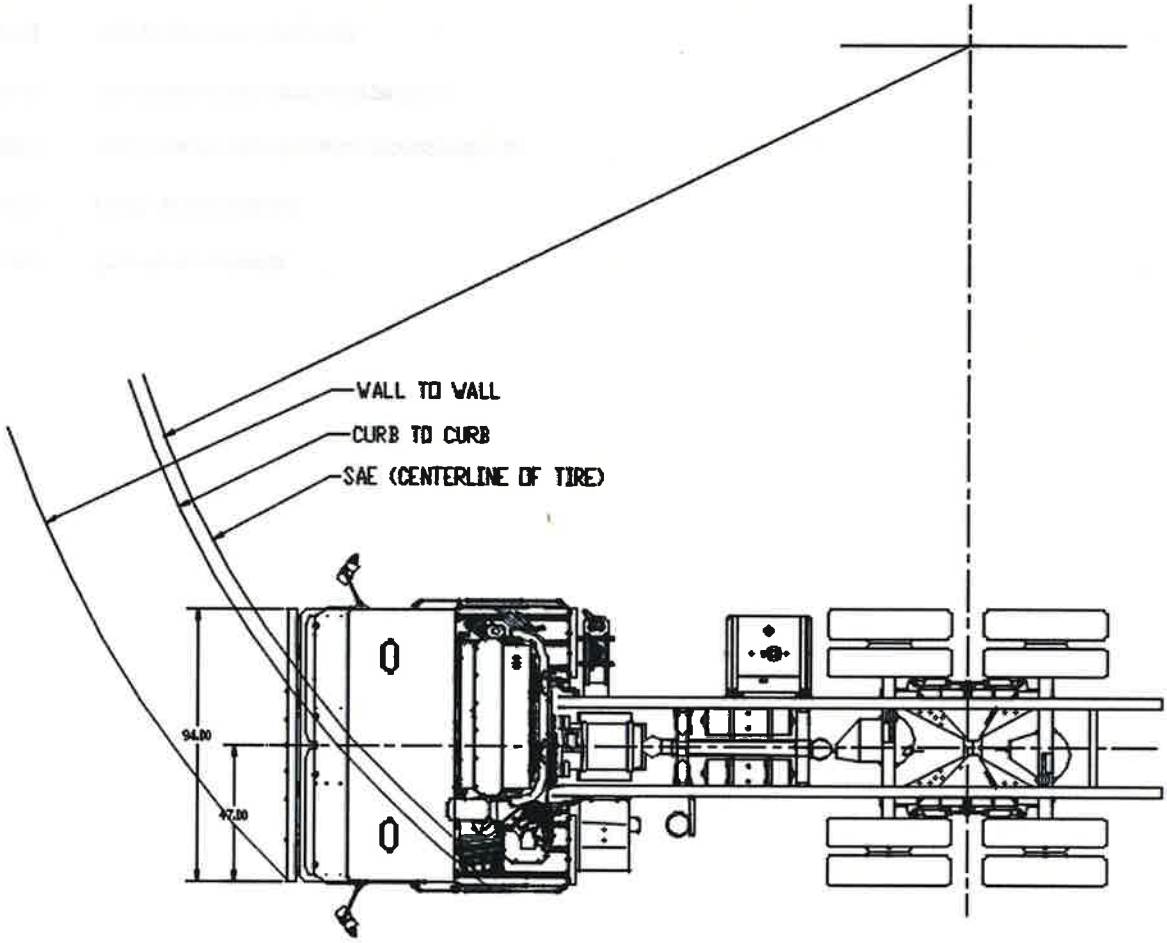
NAME	FRONT	PUSHER	FRONT DRIVE	LAST DRIVE	TAG
MODEL (LBS.)	D2000F		D46-170HP	D46-170HP	
AXLE (LBS.)	20,000		23,000	23,000	
SUSPENSION (LBS.)	20,000		23,000	23,000	
WHEELS (LBS.) / QTY	10,000 / 2		7,400 / 4	7,400 / 4	
TIRES (LBS.) / QTY	10,000 / 2		6,005 / 4	6,005 / 4	
GAWR (LBS.)	20,000		23,000	23,000	
WEIGHT (+/- 5%, LBS.)	12,150		2,874	2,874	
				DRIVETRAIN GVWR (LBS.)	66,000
				ENGINE APPLICATION GVWR (LBS.)	66,000
				TRANSMISSION APPLICATION GVWR (LBS.)	62,000
				TRUCK GVWR (LBS.)	62,000
				AVAIL GVWR (LBS.)	44,102

BATTLE MOTORS

COMPONENT LOCATIONS

1004724-1004732 RDK LET2 28YD REL PROPOSAL

COMPONENT	LOCATION
DIESEL FUEL TANK	RH STA. 80/104
DEF TANK	RH STA. 32/38
BATTERY CABLES	LH STA. 32/44
AIR DRYER	LH STA. 68 / FRONT
AIR TANKS DRILLING	122/140
AIR TANKS	IN FRAME (2) 27", RH DROP TANK (1) 39"
LIFT AXLE AIR TANKS	-



ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)	
SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	36
CURB-TO-CURB (FT)	37

BATTLE MOTORS

COMPONENT LOCATIONS *(CONT.)*

1004724-1004732 RDK LET2 28YD REL PROPOSAL

ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)	
FRONT AXLE GROUND LOAD (LBS)	12,150
REAR AXLE GROUND LOAD (LBS)	5,748
TOTAL VEHICLE WEIGHT (LBS)	17,898

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	182	INCHES
AF (AFTER FRAME)	82	INCHES
WHEELBASE (WB)	206	INCHES
FRAME SILL LENGTH	30	INCHES
PUSHER/TAG SPACING	0	INCHES
BUMPER TO FRONT AXLE (BA)	87	INCHES

BATTLE MOTORS

PERFORMANCE

1004724-1004732 RDK LET2 28YD REL PROPOSAL

SPECIFICATION	VALUE	UNIT
GRADEABILITY	25.9%	INCHES
WHEELSLIP	4.3	INCHES
ACCELERATION RATE	-	INCHES
STARTABILITY	42.23%	INCHES
GEARED SPEED (MPH)	73.36	INCHES

BATTLE MOTORS

PAINT SPECIFICATIONS

1004724-1004732 RDK LET2 28YD REL PROPOSAL

LOCATION	SELECTION
BATTERY BOX	PC BLACK
BUMPER	STANDARD BLACK
CAB	STANDARD WHITE
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	XTRA POLISH
FUEL TANK	BRUSHED ALUMINUM
REAR WHEELS	XTRA POLISH

BATTLE MOTORS

CHANGE AND CANCELLATION POLICY

1004724-1004732 RDK LET2 28YD REL PROPOSAL

CHANGE POLICY

Outside 12 weeks
Changes will be considered on a case-by-case basis outside of 12 weeks. All approved and accepted changes will be charged a $250 fee per change.

Inside 12 weeks
Changes on non-major components will be considered on a case-by-case basis inside 12 weeks. All approved and accepted changes will be charged a $250 fee per change.

No major component changes or chassis swaps will be accepted inside of 12 weeks. Major components include, but are not limited to, frame rails, cabs, engines, transmissions, axles, and suspensions

Inside 10 weeks
No changes or swaps will be accepted inside 10 weeks.

CANCELLATION POLICY

Chassis Orders Inside 12 weeks
Cancellations will be considered on a case-by-case basis inside of 12 weeks. All approved and accepted cancellations will be charged a $5,000 fee per truck

Chassis Orders Inside 10 weeks
No cancellations of chassis orders will be accepted inside 10 weeks.

Custom Chassis and Uniquely Specified Trucks Inside 12 weeks
No cancellations of custom chassis and uniquely specified orders will be accepted inside 12 weeks. A deposit of up to 25% may be required with a guaranteed purchase order for custom chassis.
All change and cancellation fees shall be automatically debited, via electronic means, through Automated Clearing House (ACH) transfers from the Customer directly to the Company in United States currency within fifteen (15) days of change or cancellation.

BATTLE MOTORS

NOTES

1004724-1004732 RDK LET2 28YD REL PROPOSAL

3 PER MONTH IN JUNE,AUGUST AND SEPTEMBER

RDK Assets, Inc dba RDK Truck Sales 3214 Adamo Dr. Tampa FL. 33605
TOLL FREE: 1-888-735-8789 • PHONE: (813) 241-0711 FAX: (813) 241-0414

CREDIT APPLICATION

Application will not be processed if any information is crossed out

Company Information

Legal Company Name			Years in Business
Company Address			City/ State
Business Telephone	Business Fax	Email	
Principal Business Activity		Cell Phone	
Mailing Address (if different from above)			
Corporation ( ) Partnership ( ) Sole-Prop ( ) Municipal ( )			
Federal Tax ID #	# of Employees:	Credit Requested ( )	Credit Approved ( )

Personal Information on Officers, Partners, Principles,/Guarantors

All Fields must be filled in and date approved to process

Name	Title	% of Ownership	Name	Title	% of Ownership
Mortgage/Rent Amount	Gross Income		Mortgage/Rent Amount	Gross Income	
Address			Address		
City State Zip			City State Zip		
Home Phone			Home Phone		
Social Security #	Date of Birth		Social Security #	Date of Birth	

Bank References

Name of Bank #1	Date Opened	Loan Account #
Contact/ Officer	Phone #	

Type of account ☐ Checking ☐ Savings ☐ CD ☐ Money Market

Has a bankruptcy ever been filed in a personal or business capacity? Yes ☐ No ☐ If yes, Year_____

Trade and References

Name of Supplier #1	City/State	Telephone #	Email	Contact
Name of Supplier #2	City/State	Telephone #	Email	Contact
Name of Supplier #3	City/State	Telephone #	Email	Contact

Vehicle Lease/Finance References

Name	Personal Contact
Phone#	Account#
Name	Personal Contact
Phone#	Account#

Current Fleet Size

#of Rear Loaders _____ Front Loaders_____ Roll Offs_____ Side Loaders_____ Truck _____ Other _____

Each of the undersigned certifies that the information requested above is true, accurate and complete. The Lessee/Loan Applicant named above, its owners and/or principals, and all individuals whose names appear on the application, expressly grants and authorizes consumer reporting agencies and other persons to furnish credit information to RDK Assets, Inc. (and all subsidiaries), separately or jointly with other creditors/or lessors, for use in connection with the lease or loan. RDK and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of the loan. The applicant(s) has read and agrees to the above consent and notice. This application may also be submitted to other financial sources. I personally guarantee any money owed on this account.

Applicant (print)	Signature	Title	Date
Applicant (print)	Signature	Title	Date

RDK ASSETS, INC.

CONSENT FOR USE OF A CONSUMER CREDIT REPORT

DATE:

Recognizing that my personal credit history may be a factor in the evaluation of the credit history or credit worthiness of _____ (the "Credit Application") or in the evaluation of my personal guarantee of the obligations of the Credit Application (if applicable). I hereby authorize RDK Assets, Inc. and/or it's assigned, and all affiliates thereof to obtain and use consumer credit reports pertaining to my credit history and/or credit worthiness from any credit reporting agency for use in connection with the credit application for the extension of business credit by RDK Assets, Inc. and/or it's assigned.

In connection with any such application for business credit, I further agree that the permission hereby granted to RDK Assets, Inc. to obtain a consumer credit report shall be ongoing and shall relate not only to the evaluation and/or credit extension of any business credit now or hereafter requested by Credit Application but also for purpose of reviewing Credit Applicant's account, taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time.

Acknowledge and agreed to by:

_____ (Applicant Signature)

_____ Date:

_____ (Printed Name)

_____ (Social Security Number)

RDK ASSETS, Inc.

Toll-Free: 1-888-73
3214 Ada
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

RFP 24-03
FY 2023-2024
1 Rear Loader 31 yard garbage truck

1. **Lead time for delivery of unit will be 180 days or less from date of awarded PO # .**
2. **Warranty information for the unit is included in the RDK/Battle proposal included in the bid.**
   Chassis: Manufacturer Warranty 5 years 350k miles
   Body: 1 year factory warranty.

3. **References currently operating rear loader units.**

   Ocean Reef
   35 Ocean Reef Dr.
   Key Largo, Florida 33037
   305-367-5811

   City of Monroe
   Taronda Goodin
   318-329-2209

   City of Winter Garden
   Michael Caines
   407-656-2256
   880 West Bay Street
   Winter Garden, Fl 34787

4. **Financing available through RDK. (Credit application is included in bid package).**

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Tampa, FL. 33605
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Lease options available through RDK for the 1 Rear Load 31 yard are as follows: 2024 Battle Rear Load with Pac-Tech body.

13 Months lease @ $7,626.00 per month

24 Months lease @ $6,711.00 per month

*60 month estimated finance @ $6,117.00 per month

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LEASE REQUIREMENTS

Requirements for a truck lease from RDK Assets Inc.

1. **Customer Responsibility**
   a. **Customers must display their name on the cab**
   b. **Customers are responsible for routine maintenance, permits, licensing and repairs.**
   c. **Oil & filters MUST be changed every 200 hours.**
   d. **Routine maintenance REQUIRED by lessee: tires, belts, hoses, wires and brakes or anything that would be considered factory recommended maintenance.**
   e. **No more than an average of 60 hours per week; if over, additional charges may be applied.**
   f. **RDK must be notified within 24 hours of any accidents or occurrences involving equipment.**
   g. **Should the truck be operated on toll roads, lessee is required to register the vehicle to your toll account or place a transponder in the vehicle. Any toll fees that are billed directly to RDK will result in customers being charged a processing fee in addition to toll charges.**

2. **Truck must be returned at the end of the lease term to RDK with a current DOT inspection and will be required to pass RDK inspection. RDK will supply a $1.00 rental if a truck is down for more than 4 work days.**
3. **$1.00 rental is based upon availability.**

RDK ASSETS, Inc.

Toll-Free: 1-888-73
3214 Ada
Tampa, FL. 33605
Phone: 813-241-0711
Fax: 813-241-0414
Email: info@rdk.com

Our RDK Truck Sales team has been serving the Tampa, Brandon, Clearwater, and Lakeland areas since 1997, and we look forward to the years to come. We are proud of the expert team members and the knowledge and experience they bring to our dealership, whether it is in sales, finance, or our renowned service department. No matter which automotive services you need, you can trust the RDK Truck Sales team to get the job done..

Speaking of our expert service team, you can entrust your work or commercial vehicle to our care. Our knowledgeable and experienced service and maintenance department is well versed in all sorts of vehicles, including garbage and waste management vehicles, mechanic trucks, and other unique models. We also have quality OEM vehicle car parts to ensure your vehicle will run as best it can.

We are proud of the services we provide here at RDK Truck Sales and we look forward to earning your trust as a customer as we did for every customer before you. If you have any questions, we encourage you to contact our team here at your friendly RDK Truck Sales. We look forward to meeting you!

BID FORM

FY 2023-2024 – 1 REAR LOADER 31YARD GARBAGE TRUCK

RETURN DATE: December 13, 2023 by 4:00 PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-03
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. 25yrd Leach RearLoader	1		237,000.00	237,000.00
2. 5year Body Warranty	1		29,200.00	29,200.00
3. 5year Chassis Warranty	1		1,925.00	1,925.00
4. 5year Allison Warranty	1		971.00	971.00
5.				
6.				
7				
8.				
			TOTAL ($)	$ 269,096.00

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Environmental Products Group
Company Address: 700 Hermit Smith Road
Company City: Apopka State: FL Zip: 32703
Company Phone Number: 407-798-0004 Fax Number:
Authorized Representative: Joseph Westberry
Signature: Joseph Westberry Date: 12-12-2023
Print Name: Joseph Westberry Phone Number: 772-877-4712
Title: Sales Manager

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE· EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name Environmental Products Group

Signature Joseph Westberry Date: 12-12-2023

Printed Name Joseph Westberry

Title Sales Manager

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Orange

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12 DAY OF Dec, 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ✓ Produced I.D.

TYPE OF ID PRODUCED _____

RAMIRO IDROBO
Notary Public-State of Florida
Commission # HH 390734
My Commission Expires
April 24, 2027

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I Joseph Weitberg ("Undersigned"), certify that:

(1) Undersigned is Sales Manager (insert job title) and duly authorized to act on behalf of the Contractor EPG that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, Environmental Products Group _____, acknowledges, understands, and complies fully with the above requirements.

DATE: 12-12-2023 NAME OF ENTITY: Environmental Products Group

PHONE/FAX: 407-798-0004

ADDRESS: 700 Hermit Smith Road
Apopka, FL 32703

SIGNATURE: Joseph Westberry

PRINT NAME: Joseph Westberry

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Joseph Northern **("Affiant"), being first duly sworn, deposes and says that:**

(1) Affiant is Sales Manager (insert job title) of Environmental Products Group (insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Orange

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12 DAY OF Dec, 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ✓ Produced I.D. _____

TYPE OF ID PRODUCED _____

RAMIRO IDROBO
Notary Public-State of Florida
Commission # HH 390734
My Commission Expires
April 24, 2027

SIGN: _____

PRINT: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
700 Hermit Smith Road

Requester's name and address (optional)

6 City, state, and ZIP code
Apopka, FL 32703

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 3 7 5 7 7 1 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 4/10/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

LEACH
15
15

Client#: 868468 ENVIRPRODU4

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency
Bouchard Region
111 E Monument Ave, Suite 603
Kissimmee, FL 34741

CONTACT NAME: Aliana Roman
PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No):
E-MAIL ADDRESS: aliana.roman@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Prime Insurance Company	12588
INSURER B : StarStone Specialty Insurance Company	44776
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Environmental Products Group, Inc.
700 Hermit Smith Road
Apopka, FL 32703

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			SC230525290	05/31/2023	05/31/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PC230525270	05/31/2023	05/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB ☐ OCCUR X EXCESS LIAB X CLAIMS-MADE DED ☐ RETENTION $			CSX00044675P00	06/12/2023	05/31/2024	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WFL5065886	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Garage Liability			SC230525290	05/31/2023	05/31/2024	$1,000,000 Occ $3,000,000 Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dealer Plates:
FL - 8
GA - 1
TN - 3

(See Attached Descriptions)

CERTIFICATE HOLDER

For Info Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reser

DESCRIPTIONS (Continued from Page 1)

Supplemental Names:
EP Rents, LLC
Environmental Products Caribbean, LLC

Waiver of subrogation applies to Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

References

- City of Miami Shores Jim McCoy (305-793-2172
- City of Apopka Josh Robinson (407) 703-1625
- City of Rockledge Jeff Taylor (321) 432-6147
- City of Surfside Hector Gomez (786) 778-1728

SOUTHEAST'S BEST-IN-CLASS EQUIPMENT DISTRIBUTOR

EPG

SALES - PARTS - SERVICE

BULK WASTE COLLECTION

VACUUM EXCAVATION

STREET SWEEPERS

CAMERA INSPECTION

WASTEWATER & STORM MAINTENANCE

ROLL-OFFS

855.552.3742

MYEPG.COM

ENVIRONMENTAL PRODUCTS GROUP

ALABAMA ARKANSAS FLORIDA GEORGIA TENNESSEE

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY

Prepared for:

Town of Dundee

Leach 2R-III

The 2R-III Rear Loader Body

Stock Unit Available for
Immediate Delivery

ENVIRONMENTAL PRODUCTS GROUP

Customer Name: (Town of Dundee)

Date: 12/07/2023

Leach Rear Loader

Environmental Products would like to thank you for the opportunity to present the **Leach 2R-III Rear Loader.**

Environmental Products Group is the sole provider of Labrie Equipment in the state of Florida, as well as many other leading industry product lines including: Vactor sewer Cleaners, Elgin Street Sweepers, TRUVAC Hydro Excavation Equipment, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, Tennessee. Including Vactor, Elgin, TRUVAC, and Envirosight repair centers, Extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

Joey Westberry | 772-877-4712| jwestberry@myEPG.com

Product Description

- Meet the truck that more operators demand over any other rear loader in the industry. With its standard 3.5 yd3 hopper, 5.5" packer/carrier operating cylinders, and class-leading 22-second packing cycle, it's no wonder the Leach™ 2R Series is labeled as the most efficient rear-load collection tool on the road today.

Configurative Options:

- 25 Yard Capacity
- Ramp Liners 1/4" Hardox 450
- Dual Perkins Cart Tippers
- Single Pump Denison T6D Remote
- Single Safety Vision Camera

Light Options:

- Work Light Hopper Flush Mount (1)
- Strobe Light Beacon Style on Tailgate Whelen
- Back up Lights on tailgate above Hopper Centered (2)

Body Options:

- Rubber Mud Guards – Behind Rear Axle
- Rubber Mud Guards-Front of Rear Axle
- Broom and Shovel on Tailgate Curbside
- Side Door Ladder – with Grab Handle

Paint Options:

- Body:Urethane Body Paint 1 color

SALE PRICE = $237,000.00

5 year body warranty= Add 4 years on body and hydraulics for a total of five years (Parts and Labor) $29,200.00

5 year chassis warranty= Engine and Aftertreatment $1925.00

2 year Allison transmission warranty for a total of five years $971.00

Includes Freightliner Chassis

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

LEASE FINANCING PROPOSAL

LEASING 2

Lessee	Vendor
Town of Dundee, FL	**Environmental Products Group, Inc.**

Proposal Date:	December 12, 2023			
Equipment Description:	(1) Rear Loader Refuse Truck			
Commencement Date:	January 15, 2024			
	Option 1	**Option 2**	**Option 3**	**Option 4**
Equipment Cost:	$237,000	$237,000	$269,096	$269,096
Lessee Down Payment:				
Amount Financed:	$237,000	$237,000	$269,096	$269,096
Lease Term:	3 Years	5 Years	3 Years	5 Years
First Payment Date:	7/15/2024	7/15/2024	7/15/2024	7/15/2024
Payment Frequency:	Annual	Annual	Annual	Annual
Interest Rate:	6.78%	6.58%	6.78%	6.58%
Payment Amount:	$87,122.89	$55,403.33	$98,924.57	$62,914.90

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration**: Due to the current increasing rate markets, this proposal is valid under the following circumstances:
- The award is received within 14 days of the Proposal Date.
- The transaction is closed within 45 days off the Proposal Date.

If you are unable to award within 14 days, please contact us prior to your decision meeting date and we will provide a current proposal.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by:	**Leasing 2, Inc.**
Contact:	**Rick Carney**
Phone:	813-258-9888 x16
Email:	rcarney@leasing2.com
Web:	www.leasing2.com

25 IN BUSINESS OVER 25 YEARS LEASING 2

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: December 12, 2023 **Option Chosen:** _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Town of Dundee, FL
Name of Lessee

Authorized Signature	**Date**	**Title**
Printed Name Of Authorized Signature	**Last month of your budget year?**	
Contact Name *(If Different ThanAuthorized Signature)*	**Contact Phone**	**Contact Email**
Financial Contact Name *(Can be Treasurer or Clerk)*	**Contact Phone**	**Contact Email**

Please complete the above information and ***fax or email*** *all pages of the proposal to* ***813-258-9333 / rcarney@leasing2.com***

ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

1. **Signed Proposal** - *When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.*

2. **Credit Application** - *A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.*

3. **Financing Agreement** - *Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.*

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 24-05, FIRE DEPARTMENT MINI PUMPER
SUBJECT:	The Town Commission will consider the bids received for RFP 24-05
STAFF ANALYSIS:	Town Staff received two bids for RFP 24-05 from South Florida Emergency Vehicles and Midwest Fire. Staff recommends approval of the bid from South Florida Emergency Vehicles for the needed purchase of (1) Mini Pumper Truck for the Dundee Fire Department.
FISCAL IMPACT:	$ 333,645.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	RFP 24-05 South Florida Emergency Vehicles Bid Packet Midwest Fire Bid Packet

THE TOWN OF DUNDEE, FLORIDA

REQUEST FOR PROPOSAL FOR

1 – FIRE DEPARTMENT MINI PUMPER

RFP NUMBER: 24-05

Responses are due by
4:00 PM on December 27, 2023

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-05
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Trevor Douthat
Town Clerk
Town of Dundee
tdouthat@townofdundee.com
(863) 438-8330, Ext 258

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RFP 24-05

FY 2023-2024 – 1 FIRE DEPARTMENT
MINI PUMPER

Sealed Bids marked "SEALED BID – FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER" will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM on December 27, 2023 at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the "Town") is seeking proposals on and/or for one (1) FIRE DEPARTMENT PUMP TRUCK (the "Truck") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the one (1) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-05 are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Budder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

- **DIMENSIONS:**
  - Overall, Height, < 96.00"
  - Overall Length < 26'
  - Overall Width, 96.00"
  - Pump Module Width, 24.00"
  - Angle of Approach, NFPA Minimum, 8 Degrees
  - Angle of Departure, NFPA Minimum, 8 Degrees
  - NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**

  - **NFPA 1901-2016 Compliance, Initial Attack**
  - Center of Gravity, Calculated
  - Road Test Certification

- **PLACARDS and LABELING**

  - Label, FAMA #7: Seated and Belted
  - Label, FAMA #10: Cab Equipment Mounting
  - Label, FAMA #15: "Helmet Worn in Cab"
  - Label, FAMA #17: "Vehicle Backing"
  - Label, Chassis Data Labels, 1901
  - Label, Overall, Height, Length, GVWR
  - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**

  - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
  - Payload Plus Upgrade Package
  - Elec Shift on the Fly (ESOF)
  - Skid Plates (Extended and Crew Cab Only)
  - Engine, 6.7L Power Stroke Diesel
  - Transmission, Automatic, 10-Spd
  - Fire/Rescue Prep Pkg
  - Operator Commanded Regeneration (OCR)
  - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
  - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
  - Block Heater
  - PTO Provision
  - Cab, Crew, 4-Dr
  - Power Equipment Group
  - 40/20/40 Vinyl Front Bench Seat
  - 60/40 Rr Bench Seat
  - XL Value Package
  - Tires and Wheels: F450/ 550 (4x4)
  - Wheels, 19.50" Steel
  - Tires, 225/70Rx19.5G BSW
  - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**

  - Cab Paint, Single Color, Race Red, PQ
  - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**

- FORD OPTION: Running Boards, Crew Cab, NFPA

- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**

  - NO Front Bumper Replacement - PTS
  - FORD OPTION: Grille Guard, w/ winch Mount
  - Winch, 12,000 lbs., Wire Rope

- **HITCHES-TIE OFFS-RECEIVERS**

  - Receiver Hitch, Rear, Class V, 2.00"
  - Trailer Hitch Power Plug, 12V, 7 Prong

- **FORD SEATING**

  - FORD/ RAM OPTION: Center Seat Removal for Console
  - Seating Capacity, Four (4)
  - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
  - Label, FAMA #11: SCBA Seat Insert
  - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
  - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016

- **TIRE PRESSURE MONITORING SYSTEMS**

  - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel

- **WHEEL TRIM and COVERS**

  - FORD OPTION: Wheel Covers, SS, 19.50"

- **EXHAUST SYSTEMS**

  - Chassis Exhaust Extension, RH Side
  - Exhaust Heat Shield, Under Body Components
  - Label, FAMA #04: "Hot Exhaust Dangers"

- **FRAME PREP and MODIFICATIONS**

  - Chassis Preparation, Commercial
  - Front Tow Hooks - Chassis Supplied
  - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**

  - FORD OPTION: Center Console, Aluminum
  - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**

  - Master Body Disconnect Switch
  - Indicator Light, Mst Body Disconnect, Green
  - Kussmaul, Chief 4012, 40 Amp
  - Battery Charger Location, Per Manufacturer
  - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
  - Auto-Eject Mating Plug, NEMA 5-20P
  - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
  - Auto Eject Location, Per Manufacturer
  - Aux Air Cmp, Kussmaul, 12V
  - Aux Air Compressor Location, Per Manufacturer

- **BACK UP ALARM**

  - Back Up Alarm, 97db
  - 12 VOLT POWER SOURCES
  - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each

- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**

  - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
  - Fire Pump, Hale DSD, 1 Stage, Midship
  - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
  - Pump Manuals, Elec, (2)
  - Pump Flow Rating, Hale, DSD, 1500 GPM
  - Altitude Requirements, 0' to 2000 Feet Above Sea Level

- **MASTER INTAKE(S)**

  - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
  - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo

- **PUMP MODS**

  - Pump Installation, Midship Split-Shaft, Ford 450/550 1

- **PUMP SHIFT, FORD, HALE, MIDSHIP**
  - Pump Shift, Hale, Air, Midship w/ Air System Install 1
  - Pump Shift Control, Elec Over Air, IC 1
- **PUMP EQUIPMENT, HALE,**
  - Valves: Akron, Gen II 1
  - Drains, 0.75" Mnl, Class1, Lift Handle 1
  - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
  - Gauge Bezels, Class1, Chrome 1
  - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
  - Fuse, 250 amp, Primer 1
  - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
  - Thermal Relief Valve, TRV-120 1
  - Pump Cooler Valve, Hale 1
- **PRESSURE GOVERNOR**
  - Governor, Class1, Sentry 1
- **GATED INTAKE**
  - Aux Suction, 2.50", LH Side, Pump Panel 1
  - Intake Valve Control, Mnl Swing Type-Adjacent 1
  - Plug, 2.50" Chrome, NST, w/Chain
- **TANK TO PUMP VALVE**
  - Valve, Tank to Pump, 3.00", Air 1
- **TANK FILL VALVE**
  - Valve, Tank Re-Fill, 2.00" 1
  - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1
- **DISCHARGE, LH PANEL**
  - Discharge, 2.50", LH Side, Pump Panel 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
  - Cap, 2.50" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**

  - Discharge, 3.00", RH Side, Pump Panel, Front 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
  - Cap, 3.00" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**

  - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
  - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
  - Cap, TFT, 5.00" Storz w/ Lanyard 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**

  - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**

  - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Foam Capable 1
  - Crosslay Discharge #2- One (1) 1.75", Above Mod 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Foam Capable 1

- **MASTER GAUGES**

  - Master Gauges, Pressure Governor 1

- **TANK LEVEL INDICATOR(S)**

  - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1

- **PUMP ENCLOSURE**

  - Pump House, Side Mount, Ext Alum, 24.00" 1
  - Pump Panels, 14 GA, Brushed Finish, 304 SS 1

- **CROSSLAYS/ DUNNAGE AREA**

  - Crosslay Config, (2) Hosebeds, Double Stack 1
  - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
  - Vinyl Crosslay Cover, Red 1

- **PUMP PANEL/ ENCLOSURE LIGHTS**

  - Pump Panel Lt, LH Side, LED, Strip 1
  - Pump Panel Lt, RH Side, LED, Strip 1
  - Pump Compt. Lht, LED Strip 1
  - Lt, Controls, Switch on pump panel 1

- **PUMP MODULE RUNNING BOARDS 1**

  - Running Board, LH Pump Panel, Alum T/P, TM 1
  - Running Board, RH Pump Panel, Alum T/P, TM

- **PUMP PANEL LABELING**

  - Label, FAMA 22, Hose Restraint Required 1
  - Label, FAMA 18, Intake and Discharge Cap Pressure 1
  - Label, FAMA 25, Trained Personal Only 1
  - Label, Pump ID Plate, IC 1
  - Labels, Color Coded, Innovative Controls 1

- **FOAM SYSTEM 1**

  - Foam System, Hale SmartFOAM, 2.1A 1
  - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1

- **RESCUE BODY**

- **WATER TANK 1**

  - Tank, 300 Gal Water, 15 Gal Foam, Poly 1
  - Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**

  - Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**

  - L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1

- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

- **RIGHT SIDE COMPARTMENTS**

  - R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1

- **REAR BODY DESIGN- FLAT BACK 1**

  - CR1, Rr Cntr Comp't - Full Ht Roll Up 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1

- **HOSEBED**

  - Hose Bed, Grating, Extrd Alum 1
  - Hose Bed, Cross Divider, Fwd 22.00" 1
  - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
  - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
  - NO Hose Bed Storage Capacity - PTS 1
  - Hosebed, Divider, 3/16" Alum, ea 1
  - Hsbd Cvr, Vnyl, Velcro, Red 1

- **EQUIPMENT STORAGE**

  - Tray, Suction Hose, (2), LH, Above Compt 1
  - Hose Capacity, (2) 8' Sections 1
  - Ladder Mtg, RH, Above Compt, (1) PEL-12 1

- **WHEEL WELL AREA**

  - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
  - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1

- **REAR STEPS**

  - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
  - Lt, Controls, Work/ Step Lts, Park Brake 1

- **EXTERIOR GRAB RAILS**

  - Grab Rails, (2), Rear, Vertical 1

- **COMPARTMENT PACKAGES**

  - NO FMI Compartment Packages - PTS 1

- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**

  - NFPA Electrical System 1

- **GROUND LIGHTING**

  - Ground Lts, (4), Chassis, 4-Dr. LED 1
  - Ground Lts, (2) Forward Rr Whls, LED 1
  - Ground Lts, (2) Rr Step, LED 1
  - Lt Swtch , Ground Lts w/ Park Brake 1

- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**
  - Lht, Hazard, LED, Flashing, Red
- **REAR DIRECTIONALS/ DOT LIGHTS**
  - Rear Brake/Tail/Turn/Backup, Whelen M6 1
  - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
  - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
  - Backup Lts, Whelen, LED, M6 (Pair) 1
  - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
  - Fouts4 Body LED Marker Lights 1
  - Marker Lts, 0.75" LED, DOT Required 1
  - Reflectors, Red, (4), Rear Body 1
  - Lht , License Plate, LED 1
- **TRAFFIC ADVISOR**
  - Traffic Advisor, Whelen TAL85, 48.00" LED 1
- **SCENE LIGHT(S) - UPPER BODY 1**
  - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Left Scene Swtch, Rocker, Single Switch, Cab 1
  - Rear Scene Swtch, Rocker, Single Switch, Cab 1
  - Right Scene Swtch, Rocker, Single Switch, Cab 1
  - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1
- **BACKUP CAMERA**
  - Rearview Camera, 7.00" Color Monitor
  - Monitor Location, Rear View Mirror

- **WARNING LIGHTS PACKAGE**
  - Warning light flash pattern, Default NFPA 1
- **LIGHTBAR**
  - Lht Bar, Federal, 53" Vision SLR 1
  - White Lights, "Blocking Right of Way" 1
  - Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
  - Lightbar Mount, MKEZ7 1
- **UPPER LEVEL WARNING LIGHTS 1**
  - Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1
- **LOWER LEVEL WARNING LIGHTS 1**
  - Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
  - Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
  - Warning Lts, Whelen, Low Rr (2) M6 Series LED
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Bezel(s), Taillights
  - Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**

  - Siren, Whelen Howler Siren Amplifier
  - Siren, Whelen, 295SLSA1, 100/200 watt
  - Speaker, Whelen, 100 watt, SA315, RH Side
  - Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**

- **PAINT AND FINISH**

  - Cab, Standard Color
  - Anti-Corrosion Protection, ECK
  - Body Undercoating, Rescue Body
  - Compartment Interiors, Side, Zolatone

- **PAINT TWO TONE CAB**

  - Wheel Rims, As Provided with Chassis

- **LETTERING AND STRIPING**

  - Rear Cheveron Striping, Red/ Florescent Yellow-Geen
  - DEALER SUPPLIED GRAPHICS PACKAGE

- **LOOSE EQUIPMENT**

- **WARRANTY REQUIREMENTS**

  - General Warranty, (1) Year
  - Body Warranty, Alum, (10) Year
  - Plumbing Warranty, Stainless Steel, (10) Year
  - Paint Warranty, (5) Year, PPG
  - Electrical Warranty, (2) Year
  - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
  - Whelen Warranty, (2) Year Siren, (5) Year LED
  - Whelen Warranty, Limited Lifetime
  - Kussmaul Warranty

On Thursday, December 28, 2023 at 10:00 AM, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Town Clerk until 3:30pm on December 20, 2023. For more information regarding this **RFP 24-05**, please contact **Trevor Douthat, (863) 438-8330 or by e-mail at tdouthat@townofdundee.com.**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-05: FY 2024-2025 – 1 FIRE DEPARTMENT MINI PUMPER.

The Town of Dundee welcomes your response to this **RFP 24-05**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-05** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-05**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-05, re-advertise RFP 24-05, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.

b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.

c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) Notwithstanding anything in this **Request For Proposal FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER No. 24-05** (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.

j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.

k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents ($1,000,000.00).

II. State Law Compliance:

a) ***Scrutinized Companies***. Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-05 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.

b) ***Public Entity Crimes; Convicted Vendor List***. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

c) ***Drug-Free Workplace***. By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

d) ***E-Verify***. By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

e) ***No Consideration of Social, Political, and Ideological Interests***. CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-05 and/or the CONTRACT.

f) ***Contracting with Foreign Entities***. By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-05 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

a) ***APPLICABLE LAW***: Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.

b) ***BUSINESS DAYS***: Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.

c) ***CALENDAR DAYS***: Any and all days in a 365-day calendar year.

d) ***CHANGES***: The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.

e) ***DAYS***: A calendar day unless specifically stated otherwise.

f) ***TOWN***: The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

g) ***CONTRACT***: The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.

h) ***CONTRACTOR***: The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.

i) ***DEFAULT***: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

j) ***CONTRACT DOCUMENTS***: The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans

and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

k) ***INDEMNIFY / INDEMNIFICATION***: Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.

l) ***INSPECTION***: The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.

m) ***INSURANCE***: As specified in the Contract Documents.

n) ***LIMITATION ON MUNICIPAL INDEMNITY***: To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

   i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

   ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

o) ***STATEMENT OF ASSURANCE***: No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:

   i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and

ii) will submit such reports as the Town may thereafter require to assure compliance.

p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.

q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.

r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**

s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds

the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.

c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later

than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents ($1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

i) Town bid number and/or title (if applicable);
ii) Name and/or address of the Town department, division or agency affected;
iii) The name and address of the affected party;
iv) The title and position of the person submitting the protest;
v) A statement of disputed issues of material fact;
vi) If there are no disputed material facts, the written letter must so indicate;
vii) Concise statement of the facts alleged;
viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
ix) Statement identifying with specificity the relief which an entitlement is alleged; and
x) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

i) The background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.

h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town**.

i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

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7) PROPOSALS:

a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.

b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).

d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.

h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.

b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

a) The bidder misstates or conceals any material fact in the bid;

b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or

c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.

b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid**.

c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.

d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

i) Evaluations and quality of performance on previous projects;
ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
iii) Ability to fulfill the contract within the time specified, without delay;
iv) Character, integrity, reputation, judgment, experience and efficiency;
v) Previous compliance with laws and ordinances relating to the contract;
vi) Sufficiency of the financial resources to fulfill the contract;
vii) Quality, availability and adaptability of the supplies or contractual services;
viii) Ability to provide future maintenance and service, as required or needed; and
ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.

b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of' said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

b) The MSDS shall be maintained by the Town and must include the following information:

   i) The Division/Department to which the material was shipped.

   ii) The chemical name and the common name of the toxic substance.

iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;

(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

v) The emergency procedures for spills, fire, disposal, and first aid.

vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.

vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.

c) Availability or completion period.

d) Previous vendor record on similar projects or requirements.

e) Business location closest to the Town.

26) NOTICE:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million ($1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c) Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

c) If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs.com**/EmployerRegistration, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov** le-verify or contact USCIS at **1-888-464- 4218.**

CONSTRUCTION AND OTHER CLAUSES

(*provisions related to construction may not be applicable to all contracts awarded***)**

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies.

When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

i) All ODP's shall be billed to the Town in care of the Contractor**.**

ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms**. All discounts shall accrue to the Town.**

iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.

ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.

iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.

v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.

ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.

iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.

d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.

e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town

or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to-meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.

b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.

c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.

d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.

b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.

c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly

submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.

b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

<u>For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met</u>:

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i)	Part One:	"Statutory"	
(ii)	Part Two:	$500,000.00	Each Accident
		$500,000.00	Disease-Policy Limit
		$500,000.00	Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on

Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements1other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

(i) Mold, Fungus or Bacteria
(ii) Terrorism
(iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects and Engineers Professional Liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i)	$1,000,000.00	General Aggregate
(ii)	$1,000,000.00	Products/Completed Operations Aggregate
(iii)	$1,000,000.00	Personal and Advertising Injury
(iv)	$1,000,000.00	Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment1. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured

retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

ii) Any and all bodily injuries, sickness, disease or death;

iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;

iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or

v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.

vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub- sub-consultants, materialmen, or agents of any tier or their respective employees.

b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.

c) This contractual indemnity shall survive the termination of this Contract.

d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.

g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub- subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.

k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be

deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

a) In cases where the bid price exceeds $30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages**.

b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified**.

56) PERFORMANCE AND PAYMENT BOND:

a) In cases where the bid price exceeds $30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

i) Minimum rating of “A-” or better;

ii) Financial Size Category of “VII” according to the A.M. Best Company; and

iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.

c) **Awards of $500,000 or less**: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.

d) **Power of Attorney**: An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.

e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship

within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.

c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.

e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:

   i) The work performed and/or materials supplied; and

   ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.

b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.

c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.

b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.

c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.

d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.

b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity

b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS
PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. "FY 2023-24 1 –FIRE DEPARTMENT MINI PUMPER"

The Town of Dundee (the "Town") is seeking proposals on and/or for one (1) FIRE DEPARTMENT PUMP TRUCK (the "Truck") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the one (1) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-05** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Budder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

- **DIMENSIONS:**
  - Overall, Height, < 96.00"
  - Overall Length < 26'
  - Overall Width, 96.00"
  - Pump Module Width, 24.00"
  - Angle of Approach, NFPA Minimum, 8 Degrees
  - Angle of Departure, NFPA Minimum, 8 Degrees
  - NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**
  - **NFPA 1901-2016 Compliance, Initial Attack**
  - Center of Gravity, Calculated
  - Road Test Certification

- **PLACARDS and LABELING**

  - Label, FAMA #7: Seated and Belted
  - Label, FAMA #10: Cab Equipment Mounting
  - Label, FAMA #15: "Helmet Worn in Cab"
  - Label, FAMA #17: "Vehicle Backing"
  - Label, Chassis Data Labels, 1901
  - Label, Overall, Height, Length, GVWR
  - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**

  - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
  - Payload Plus Upgrade Package
  - Elec Shift on the Fly (ESOF)
  - Skid Plates (Extended and Crew Cab Only)
  - Engine, 6.7L Power Stroke Diesel
  - Transmission, Automatic, 10-Spd
  - Fire/Rescue Prep Pkg
  - Operator Commanded Regeneration (OCR)
  - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
  - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
  - Block Heater
  - PTO Provision
  - Cab, Crew, 4-Dr
  - Power Equipment Group
  - 40/20/40 Vinyl Front Bench Seat
  - 60/40 Rr Bench Seat
  - XL Value Package
  - Tires and Wheels: F450/ 550 (4x4)
  - Wheels, 19.50" Steel
  - Tires, 225/70Rx19.5G BSW
  - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**

  - Cab Paint, Single Color, Race Red, PQ
  - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**

  - FORD OPTION: Running Boards, Crew Cab, NFPA

- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**

  - NO Front Bumper Replacement - PTS
  - FORD OPTION: Grille Guard, w/ winch Mount
  - Winch, 12,000 lbs., Wire Rope

- **HITCHES-TIE OFFS-RECEIVERS**

  - Receiver Hitch, Rear, Class V, 2.00"
  - Trailer Hitch Power Plug, 12V, 7 Prong

- **FORD SEATING**

  - FORD/ RAM OPTION: Center Seat Removal for Console
  - Seating Capacity, Four (4)
  - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
  - Label, FAMA #11: SCBA Seat Insert
  - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
  - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016

- **TIRE PRESSURE MONITORING SYSTEMS**

  - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel

- **WHEEL TRIM and COVERS**

  - FORD OPTION: Wheel Covers, SS, 19.50"

- **EXHAUST SYSTEMS**

  - Chassis Exhaust Extension, RH Side
  - Exhaust Heat Shield, Under Body Components
  - Label, FAMA #04: "Hot Exhaust Dangers"

- **FRAME PREP and MODIFICATIONS**

  - Chassis Preparation, Commercial
  - Front Tow Hooks - Chassis Supplied
  - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**

  - FORD OPTION: Center Console, Aluminum
  - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**

  - Master Body Disconnect Switch
  - Indicator Light, Mst Body Disconnect, Green
  - Kussmaul, Chief 4012, 40 Amp
  - Battery Charger Location, Per Manufacturer
  - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
  - Auto-Eject Mating Plug, NEMA 5-20P
  - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
  - Auto Eject Location, Per Manufacturer
  - Aux Air Cmp, Kussmaul, 12V

- Aux Air Compressor Location, Per Manufacturer

- **BACK UP ALARM**

  - Back Up Alarm, 97db
  - 12 VOLT POWER SOURCES
  - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each

- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**

  - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
  - Fire Pump, Hale DSD, 1 Stage, Midship
  - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
  - Pump Manuals, Elec, (2)
  - Pump Flow Rating, Hale, DSD, 1500 GPM
  - Altitude Requirements, 0' to 2000 Feet Above Sea Level

- **MASTER INTAKE(S)**

  - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
  - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo

- **PUMP MODS**

  - Pump Installation, Midship Split-Shaft, Ford 450/550 1

- **PUMP SHIFT, FORD, HALE, MIDSHIP**

  - Pump Shift, Hale, Air, Midship w/ Air System Install 1
  - Pump Shift Control, Elec Over Air, IC 1

- **PUMP EQUIPMENT, HALE,**

  - Valves: Akron, Gen II 1
  - Drains, 0.75" Mnl, Class1, Lift Handle 1
  - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
  - Gauge Bezels, Class1, Chrome 1
  - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
  - Fuse, 250 amp, Primer 1
  - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
  - Thermal Relief Valve, TRV-120 1
  - Pump Cooler Valve, Hale 1

- **PRESSURE GOVERNOR**

  - Governor, Class1, Sentry 1

- **GATED INTAKE**

  - Aux Suction, 2.50", LH Side, Pump Panel 1
  - Intake Valve Control, Mnl Swing Type-Adjacent 1
  - Plug, 2.50" Chrome, NST, w/Chain

- **TANK TO PUMP VALVE**

  - Valve, Tank to Pump, 3.00", Air 1

- **TANK FILL VALVE**

  - Valve, Tank Re-Fill, 2.00" 1
  - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1

- **DISCHARGE, LH PANEL**

  - Discharge, 2.50", LH Side, Pump Panel 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
  - Cap, 2.50" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**

  - Discharge, 3.00", RH Side, Pump Panel, Front 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
  - Cap, 3.00" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**

  - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
  - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
  - Cap, TFT, 5.00" Storz w/ Lanyard 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**

  - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**

  - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1

- Discharge Foam Capable 1
- Crosslay Discharge #2- One (1) 1.75", Above Mod 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge Foam Capable 1

- **MASTER GAUGES**

  - Master Gauges, Pressure Governor 1

- **TANK LEVEL INDICATOR(S)**

  - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1

- **PUMP ENCLOSURE**

  - Pump House, Side Mount, Ext Alum, 24.00" 1
  - Pump Panels, 14 GA, Brushed Finish, 304 SS 1

- **CROSSLAYS/ DUNNAGE AREA**

  - Crosslay Config, (2) Hosebeds, Double Stack 1
  - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
  - Vinyl Crosslay Cover, Red 1

- **PUMP PANEL/ ENCLOSURE LIGHTS**

  - Pump Panel Lt, LH Side, LED, Strip 1
  - Pump Panel Lt, RH Side, LED, Strip 1
  - Pump Compt. Lht, LED Strip 1
  - Lt, Controls, Switch on pump panel 1

- **PUMP MODULE RUNNING BOARDS 1**

  - Running Board, LH Pump Panel, Alum T/P, TM 1
  - Running Board, RH Pump Panel, Alum T/P, TM

- **PUMP PANEL LABELING**

  - Label, FAMA 22, Hose Restraint Required 1
  - Label, FAMA 18, Intake and Discharge Cap Pressure 1
  - Label, FAMA 25, Trained Personal Only 1
  - Label, Pump ID Plate, IC 1
  - Labels, Color Coded, Innovative Controls 1

- **FOAM SYSTEM 1**

  - Foam System, Hale SmartFOAM, 2.1A 1
  - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1

- **RESCUE BODY**

- **WATER TANK 1**

  - Tank, 300 Gal Water, 15 Gal Foam, Poly 1
  - Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**

  - Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**

  - L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1

- **RIGHT SIDE COMPARTMENTS**

  - R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1

- **REAR BODY DESIGN- FLAT BACK 1**

  - CR1, Rr Cntr Comp't - Full Ht Roll Up 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1

- **HOSEBED**

  - Hose Bed, Grating, Extrd Alum 1
  - Hose Bed, Cross Divider, Fwd 22.00" 1
  - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
  - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
  - NO Hose Bed Storage Capacity - PTS 1
  - Hosebed, Divider, 3/16" Alum, ea 1
  - Hsbd Cvr, Vnyl, Velcro, Red 1

- **EQUIPMENT STORAGE**

  - Tray, Suction Hose, (2), LH, Above Compt 1
  - Hose Capacity, (2) 8' Sections 1
  - Ladder Mtg, RH, Above Compt, (1) PEL-12 1

- **WHEEL WELL AREA**

  - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
  - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1

- **REAR STEPS**

  - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
  - Lt, Controls, Work/ Step Lts, Park Brake 1

- **EXTERIOR GRAB RAILS**

  - Grab Rails, (2), Rear, Vertical 1

- **COMPARTMENT PACKAGES**

  - NO FMI Compartment Packages - PTS 1

- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**

  - NFPA Electrical System 1

- **GROUND LIGHTING**

  - Ground Lts, (4), Chassis, 4-Dr. LED 1
  - Ground Lts, (2) Forward Rr Whls, LED 1

- Ground Lts, (2) Rr Step, LED 1
- Lt Swtch , Ground Lts w/ Park Brake 1

- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**

  - Lht, Hazard, LED, Flashing, Red

- **REAR DIRECTIONALS/ DOT LIGHTS**

  - Rear Brake/Tail/Turn/Backup, Whelen M6 1
  - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
  - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
  - Backup Lts, Whelen, LED, M6 (Pair) 1
  - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
  - Fouts4 Body LED Marker Lights 1
  - Marker Lts, 0.75" LED, DOT Required 1
  - Reflectors, Red, (4), Rear Body 1
  - Lht , License Plate, LED 1

- **TRAFFIC ADVISOR**

  - Traffic Advisor, Whelen TAL85, 48.00" LED 1

- **SCENE LIGHT(S) - UPPER BODY 1**

  - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Left Scene Swtch, Rocker, Single Switch, Cab 1
  - Rear Scene Swtch, Rocker, Single Switch, Cab 1
  - Right Scene Swtch, Rocker, Single Switch, Cab 1
  - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1

- **BACKUP CAMERA**

  - Rearview Camera, 7.00" Color Monitor
  - Monitor Location, Rear View Mirror

- **WARNING LIGHTS PACKAGE**

  - Warning light flash pattern, Default NFPA 1

- **LIGHTBAR**

  - Lht Bar, Federal, 53" Vision SLR 1
  - White Lights, "Blocking Right of Way" 1
  - Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
  - Lightbar Mount, MKEZ7 1

- **UPPER LEVEL WARNING LIGHTS 1**

  - Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1

- **LOWER LEVEL WARNING LIGHTS 1**

  - Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
  - Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
  - Warning Lts, Whelen, Low Rr (2) M6 Series LED
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Bezel(s), Taillights
  - Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**

  - Siren, Whelen Howler Siren Amplifier
  - Siren, Whelen, 295SLSA1, 100/200 watt
  - Speaker, Whelen, 100 watt, SA315, RH Side
  - Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**

- **PAINT AND FINISH**

  - Cab, Standard Color
  - Anti-Corrosion Protection, ECK
  - Body Undercoating, Rescue Body
  - Compartment Interiors, Side, Zolatone

- **PAINT TWO TONE CAB**

  - Wheel Rims, As Provided with Chassis

- **LETTERING AND STRIPING**

  - Rear Cheveron Striping, Red/ Florescent Yellow-Geen
  - DEALER SUPPLIED GRAPHICS PACKAGE

- **LOOSE EQUIPMENT**

- **WARRANTY REQUIREMENTS**

  - General Warranty, (1) Year
  - Body Warranty, Alum, (10) Year
  - Plumbing Warranty, Stainless Steel, (10) Year
  - Paint Warranty, (5) Year, PPG
  - Electrical Warranty, (2) Year
  - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
  - Whelen Warranty, (2) Year Siren, (5) Year LED
  - Whelen Warranty, Limited Lifetime
  - Kussmaul Warranty

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.

B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.3 WARRANTIES

A. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

BID FORM

FY 2023-2024 RFP 24-05 1 – Fire Department Mini Pumper

RETURN DATE: December 27, 2023
RETURN TO: Office of the Town Clerk
Attn: RFP 24-05
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE· EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature_____ Date:_____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I_____("Affiant"), being first duly sworn, deposes and says that:

(1) Affiant is_____(insert job title) of_____(insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I_____("Undersigned"), certify that:

(1) Undersigned is_____(insert job title) and duly authorized to act on behalf of the Contractor_____that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____ _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

_____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

RFP 24-05

FY 2023-2024 – 1 FIRE DEPARTMENT
MINI PUMPER

Sealed Bids marked "SEALED BID – FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER" will be received by the Town Manager of the Town of Dundee, Florida, until 4:00 PM on December 27, 2023 at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the "Town") is seeking proposals on and/or for one (1) FIRE DEPARTMENT PUMP TRUCK (the "Truck") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the one (1) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this RFP 24-05 are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Budder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

- **DIMENSIONS:**
  - Overall, Height, < 96.00"
  - Overall Length < 26'
  - Overall Width, 96.00"
  - Pump Module Width, 24.00"
  - Angle of Approach, NFPA Minimum, 8 Degrees
  - Angle of Departure, NFPA Minimum, 8 Degrees
  - NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**

  - **NFPA 1901-2016 Compliance, Initial Attack**
  - Center of Gravity, Calculated
  - Road Test Certification

- **PLACARDS and LABELING**

  - Label, FAMA #7: Seated and Belted
  - Label, FAMA #10: Cab Equipment Mounting
  - Label, FAMA #15: "Helmet Worn in Cab"
  - Label, FAMA #17: "Vehicle Backing"
  - Label, Chassis Data Labels, 1901
  - Label, Overall, Height, Length, GVWR
  - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**

  - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
  - Payload Plus Upgrade Package
  - Elec Shift on the Fly (ESOF)
  - Skid Plates (Extended and Crew Cab Only)
  - Engine, 6.7L Power Stroke Diesel
  - Transmission, Automatic, 10-Spd
  - Fire/Rescue Prep Pkg
  - Operator Commanded Regeneration (OCR)
  - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
  - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
  - Block Heater
  - PTO Provision
  - Cab, Crew, 4-Dr
  - Power Equipment Group
  - 40/20/40 Vinyl Front Bench Seat
  - 60/40 Rr Bench Seat
  - XL Value Package
  - Tires and Wheels: F450/ 550 (4x4)
  - Wheels, 19.50" Steel
  - Tires, 225/70Rx19.5G BSW
  - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**

  - Cab Paint, Single Color, Race Red, PQ
  - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**

- FORD OPTION: Running Boards, Crew Cab, NFPA

- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**

  - NO Front Bumper Replacement - PTS
  - FORD OPTION: Grille Guard, w/ winch Mount
  - Winch, 12,000 lbs., Wire Rope

- **HITCHES-TIE OFFS-RECEIVERS**

  - Receiver Hitch, Rear, Class V, 2.00"
  - Trailer Hitch Power Plug, 12V, 7 Prong

- **FORD SEATING**

  - FORD/ RAM OPTION: Center Seat Removal for Console
  - Seating Capacity, Four (4)
  - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
  - Label, FAMA #11: SCBA Seat Insert
  - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
  - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016

- **TIRE PRESSURE MONITORING SYSTEMS**

  - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel

- **WHEEL TRIM and COVERS**

  - FORD OPTION: Wheel Covers, SS, 19.50"

- **EXHAUST SYSTEMS**

  - Chassis Exhaust Extension, RH Side
  - Exhaust Heat Shield, Under Body Components
  - Label, FAMA #04: "Hot Exhaust Dangers"

- **FRAME PREP and MODIFICATIONS**

  - Chassis Preparation, Commercial
  - Front Tow Hooks - Chassis Supplied
  - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**

  - FORD OPTION: Center Console, Aluminum
  - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**

  - Master Body Disconnect Switch
  - Indicator Light, Mst Body Disconnect, Green
  - Kussmaul, Chief 4012, 40 Amp
  - Battery Charger Location, Per Manufacturer
  - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
  - Auto-Eject Mating Plug, NEMA 5-20P
  - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
  - Auto Eject Location, Per Manufacturer
  - Aux Air Cmp, Kussmaul, 12V
  - Aux Air Compressor Location, Per Manufacturer

- **BACK UP ALARM**

  - Back Up Alarm, 97db
  - 12 VOLT POWER SOURCES
  - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each

- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**

  - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
  - Fire Pump, Hale DSD, 1 Stage, Midship
  - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
  - Pump Manuals, Elec, (2)
  - Pump Flow Rating, Hale, DSD, 1500 GPM
  - Altitude Requirements, 0' to 2000 Feet Above Sea Level

- **MASTER INTAKE(S)**

  - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
  - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo

- **PUMP MODS**

  - Pump Installation, Midship Split-Shaft, Ford 450/550 1

- **PUMP SHIFT, FORD, HALE, MIDSHIP**
  - Pump Shift, Hale, Air, Midship w/ Air System Install 1
  - Pump Shift Control, Elec Over Air, IC 1
- **PUMP EQUIPMENT, HALE,**
  - Valves: Akron, Gen II 1
  - Drains, 0.75" Mnl, Class1, Lift Handle 1
  - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
  - Gauge Bezels, Class1, Chrome 1
  - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
  - Fuse, 250 amp, Primer 1
  - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
  - Thermal Relief Valve, TRV-120 1
  - Pump Cooler Valve, Hale 1
- **PRESSURE GOVERNOR**
  - Governor, Class1, Sentry 1
- **GATED INTAKE**
  - Aux Suction, 2.50", LH Side, Pump Panel 1
  - Intake Valve Control, Mnl Swing Type-Adjacent 1
  - Plug, 2.50" Chrome, NST, w/Chain
- **TANK TO PUMP VALVE**
  - Valve, Tank to Pump, 3.00", Air 1
- **TANK FILL VALVE**
  - Valve, Tank Re-Fill, 2.00" 1
  - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1
- **DISCHARGE, LH PANEL**
  - Discharge, 2.50", LH Side, Pump Panel 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
  - Cap, 2.50" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**

  - Discharge, 3.00", RH Side, Pump Panel, Front 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
  - Cap, 3.00" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**

  - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
  - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
  - Cap, TFT, 5.00" Storz w/ Lanyard 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**

  - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**

  - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Foam Capable 1
  - Crosslay Discharge #2- One (1) 1.75", Above Mod 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Foam Capable 1

- **MASTER GAUGES**

  - Master Gauges, Pressure Governor 1

- **TANK LEVEL INDICATOR(S)**

  - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1

- **PUMP ENCLOSURE**

  - Pump House, Side Mount, Ext Alum, 24.00" 1
  - Pump Panels, 14 GA, Brushed Finish, 304 SS 1

- **CROSSLAYS/ DUNNAGE AREA**

  - Crosslay Config, (2) Hosebeds, Double Stack 1
  - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
  - Vinyl Crosslay Cover, Red 1

- **PUMP PANEL/ ENCLOSURE LIGHTS**

  - Pump Panel Lt, LH Side, LED, Strip 1
  - Pump Panel Lt, RH Side, LED, Strip 1
  - Pump Compt. Lht, LED Strip 1
  - Lt, Controls, Switch on pump panel 1

- **PUMP MODULE RUNNING BOARDS 1**

  - Running Board, LH Pump Panel, Alum T/P, TM 1
  - Running Board, RH Pump Panel, Alum T/P, TM

- **PUMP PANEL LABELING**

  - Label, FAMA 22, Hose Restraint Required 1
  - Label, FAMA 18, Intake and Discharge Cap Pressure 1
  - Label, FAMA 25, Trained Personal Only 1
  - Label, Pump ID Plate, IC 1
  - Labels, Color Coded, Innovative Controls 1

- **FOAM SYSTEM 1**

  - Foam System, Hale SmartFOAM, 2.1A 1
  - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1

- **RESCUE BODY**

- **WATER TANK 1**

  - Tank, 300 Gal Water, 15 Gal Foam, Poly 1
  - Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**

  - Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**

  - L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1

- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1
- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
- Roll-UP Door, Amdor, Satin Finish 1
- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
- Shelf Trac, Vertical, Alum 1
- Shelf, Alum, Adjustable, ea 1

- **RIGHT SIDE COMPARTMENTS**

  - R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1

- **REAR BODY DESIGN- FLAT BACK 1**

  - CR1, Rr Cntr Comp't - Full Ht Roll Up 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1

- **HOSEBED**

  - Hose Bed, Grating, Extrd Alum 1
  - Hose Bed, Cross Divider, Fwd 22.00" 1
  - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
  - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
  - NO Hose Bed Storage Capacity - PTS 1
  - Hosebed, Divider, 3/16" Alum, ea 1
  - Hsbd Cvr, Vnyl, Velcro, Red 1

- **EQUIPMENT STORAGE**

  - Tray, Suction Hose, (2), LH, Above Compt 1
  - Hose Capacity, (2) 8' Sections 1
  - Ladder Mtg, RH, Above Compt, (1) PEL-12 1

- **WHEEL WELL AREA**

  - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
  - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1

- **REAR STEPS**

  - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
  - Lt, Controls, Work/ Step Lts, Park Brake 1

- **EXTERIOR GRAB RAILS**

  - Grab Rails, (2), Rear, Vertical 1

- **COMPARTMENT PACKAGES**

  - NO FMI Compartment Packages - PTS 1

- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**

  - NFPA Electrical System 1

- **GROUND LIGHTING**

  - Ground Lts, (4), Chassis, 4-Dr. LED 1
  - Ground Lts, (2) Forward Rr Whls, LED 1
  - Ground Lts, (2) Rr Step, LED 1
  - Lt Swtch , Ground Lts w/ Park Brake 1

- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**
  - Lht, Hazard, LED, Flashing, Red
- **REAR DIRECTIONALS/ DOT LIGHTS**
  - Rear Brake/Tail/Turn/Backup, Whelen M6 1
  - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
  - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
  - Backup Lts, Whelen, LED, M6 (Pair) 1
  - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
  - Fouts4 Body LED Marker Lights 1
  - Marker Lts, 0.75" LED, DOT Required 1
  - Reflectors, Red, (4), Rear Body 1
  - Lht , License Plate, LED 1
- **TRAFFIC ADVISOR**
  - Traffic Advisor, Whelen TAL85, 48.00" LED 1
- **SCENE LIGHT(S) - UPPER BODY 1**
  - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Left Scene Swtch, Rocker, Single Switch, Cab 1
  - Rear Scene Swtch, Rocker, Single Switch, Cab 1
  - Right Scene Swtch, Rocker, Single Switch, Cab 1
  - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1
- **BACKUP CAMERA**
  - Rearview Camera, 7.00" Color Monitor
  - Monitor Location, Rear View Mirror

- **WARNING LIGHTS PACKAGE**
  - Warning light flash pattern, Default NFPA 1
- **LIGHTBAR**
  - Lht Bar, Federal, 53" Vision SLR 1
  - White Lights, "Blocking Right of Way" 1
  - Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
  - Lightbar Mount, MKEZ7 1
- **UPPER LEVEL WARNING LIGHTS 1**
  - Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1
- **LOWER LEVEL WARNING LIGHTS 1**
  - Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
  - Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
  - Warning Lts, Whelen, Low Rr (2) M6 Series LED
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Bezel(s), Taillights
  - Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**

  - Siren, Whelen Howler Siren Amplifier
  - Siren, Whelen, 295SLSA1, 100/200 watt
  - Speaker, Whelen, 100 watt, SA315, RH Side
  - Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**

- **PAINT AND FINISH**

  - Cab, Standard Color
  - Anti-Corrosion Protection, ECK
  - Body Undercoating, Rescue Body
  - Compartment Interiors, Side, Zolatone

- **PAINT TWO TONE CAB**

  - Wheel Rims, As Provided with Chassis

- **LETTERING AND STRIPING**

  - Rear Cheveron Striping, Red/ Florescent Yellow-Geen
  - DEALER SUPPLIED GRAPHICS PACKAGE

- **LOOSE EQUIPMENT**

- **WARRANTY REQUIREMENTS**

  - General Warranty, (1) Year
  - Body Warranty, Alum, (10) Year
  - Plumbing Warranty, Stainless Steel, (10) Year
  - Paint Warranty, (5) Year, PPG
  - Electrical Warranty, (2) Year
  - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
  - Whelen Warranty, (2) Year Siren, (5) Year LED
  - Whelen Warranty, Limited Lifetime
  - Kussmaul Warranty

On Thursday, December 28, 2023 at 10:00 AM, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Town Clerk until 3:30pm on December 20, 2023. For more information regarding this **RFP 24-05**, please contact **Trevor Douthat, (863) 438-8330 or by e-mail at tdouthat@townofdundee.com.**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-05: FY 2024-2025 – 1 FIRE DEPARTMENT MINI PUMPER.

The Town of Dundee welcomes your response to this **RFP 24-05**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-05** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-05**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-05, re-advertise RFP 24-05, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.

b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.

c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) Notwithstanding anything in this **Request For Proposal FY 2023-2024 – 1 FIRE DEPARTMENT MINI PUMPER No. 24-05** (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.

j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.

k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents ($1,000,000.00).

II. State Law Compliance:

a) ***Scrutinized Companies***. Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-05 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.

b) ***Public Entity Crimes; Convicted Vendor List***. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

c) ***Drug-Free Workplace***. By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

d) ***E-Verify***. By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

e) ***No Consideration of Social, Political, and Ideological Interests***. CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-05 and/or the CONTRACT.

f) ***Contracting with Foreign Entities***. By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-05 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

a) ***APPLICABLE LAW***: Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.

b) ***BUSINESS DAYS***: Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.

c) ***CALENDAR DAYS***: Any and all days in a 365-day calendar year.

d) ***CHANGES***: The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.

e) ***DAYS***: A calendar day unless specifically stated otherwise.

f) ***TOWN***: The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

g) ***CONTRACT***: The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.

h) ***CONTRACTOR***: The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.

i) ***DEFAULT***: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

j) ***CONTRACT DOCUMENTS***: The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans

and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.

k) ***INDEMNIFY / INDEMNIFICATION***: Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.

l) ***INSPECTION***: The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.

m) ***INSURANCE***: As specified in the Contract Documents.

n) ***LIMITATION ON MUNICIPAL INDEMNITY***: To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

   i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

   ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

o) ***STATEMENT OF ASSURANCE***: No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:

   i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and

ii) will submit such reports as the Town may thereafter require to assure compliance.

p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.

q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.

r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**

s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds

the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.

c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later

than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents ($1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

i) Town bid number and/or title (if applicable);
ii) Name and/or address of the Town department, division or agency affected;
iii) The name and address of the affected party;
iv) The title and position of the person submitting the protest;
v) A statement of disputed issues of material fact;
vi) If there are no disputed material facts, the written letter must so indicate;
vii) Concise statement of the facts alleged;
viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
ix) Statement identifying with specificity the relief which an entitlement is alleged; and
x) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

i) The background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.

h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town**.

i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

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7) PROPOSALS:

a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.

b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).

d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.

h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.

b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

a) The bidder misstates or conceals any material fact in the bid;

b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or

c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.

b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid**.

c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.

d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:

i) Evaluations and quality of performance on previous projects;
ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
iii) Ability to fulfill the contract within the time specified, without delay;
iv) Character, integrity, reputation, judgment, experience and efficiency;
v) Previous compliance with laws and ordinances relating to the contract;
vi) Sufficiency of the financial resources to fulfill the contract;
vii) Quality, availability and adaptability of the supplies or contractual services;
viii) Ability to provide future maintenance and service, as required or needed; and
ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.

b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of' said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

b) The MSDS shall be maintained by the Town and must include the following information:

   i) The Division/Department to which the material was shipped.

   ii) The chemical name and the common name of the toxic substance.

iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;

(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and

(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

v) The emergency procedures for spills, fire, disposal, and first aid.

vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.

vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.

c) Availability or completion period.

d) Previous vendor record on similar projects or requirements.

e) Business location closest to the Town.

26) NOTICE:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million ($1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

c) Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".

b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

c) If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs.com**/EmployerRegistration, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov** le-verify or contact USCIS at **1-888-464- 4218.**

CONSTRUCTION AND OTHER CLAUSES

(*provisions related to construction may not be applicable to all contracts awarded***)**

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies.

When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

i) All ODP's shall be billed to the Town in care of the Contractor**.**

ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms**. All discounts shall accrue to the Town.**

iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.

ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.

iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.

v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.

i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.

ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.

iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.

d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.

e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town

or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to-meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.

b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.

c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.

d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.

b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.

c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly

submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.

b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

<u>For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met</u>:

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i)	Part One:	"Statutory"	
(ii)	Part Two:	$500,000.00	Each Accident
		$500,000.00	Disease-Policy Limit
		$500,000.00	Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on

Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements1other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

(i) Mold, Fungus or Bacteria
(ii) Terrorism
(iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects and Engineers Professional Liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i)	$1,000,000.00	General Aggregate
(ii)	$1,000,000.00	Products/Completed Operations Aggregate
(iii)	$1,000,000.00	Personal and Advertising Injury
(iv)	$1,000,000.00	Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment1. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured

retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

ii) Any and all bodily injuries, sickness, disease or death;

iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;

iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or

v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.

vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub- sub-consultants, materialmen, or agents of any tier or their respective employees.

b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.

c) This contractual indemnity shall survive the termination of this Contract.

d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.

g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor

h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub- subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.

k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be

deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

a) In cases where the bid price exceeds $30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages**.

b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified**.

56) PERFORMANCE AND PAYMENT BOND:

a) In cases where the bid price exceeds $30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

i) Minimum rating of “A-” or better;

ii) Financial Size Category of “VII” according to the A.M. Best Company; and

iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.

c) **Awards of $500,000 or less**: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.

d) **Power of Attorney**: An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.

e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship

within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.

c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.

d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.

e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:

   i) The work performed and/or materials supplied; and

   ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.

b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.

c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.

d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.

b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.

c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.

d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.

b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity

b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS
PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. "FY 2023-24 1 –FIRE DEPARTMENT MINI PUMPER"

The Town of Dundee (the "Town") is seeking proposals on and/or for one (1) FIRE DEPARTMENT PUMP TRUCK (the "Truck") in accordance with the requirements and specification set forth herein and as depicted by **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for the one (1) FIRE DEPARTMENT PUMP TRUCK; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-05** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Budder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

- **DIMENSIONS:**
  - Overall, Height, < 96.00"
  - Overall Length < 26'
  - Overall Width, 96.00"
  - Pump Module Width, 24.00"
  - Angle of Approach, NFPA Minimum, 8 Degrees
  - Angle of Departure, NFPA Minimum, 8 Degrees
  - NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22

- **NFPA 1901-2016**
  - **NFPA 1901-2016 Compliance, Initial Attack**
  - Center of Gravity, Calculated
  - Road Test Certification

- **PLACARDS and LABELING**

  - Label, FAMA #7: Seated and Belted
  - Label, FAMA #10: Cab Equipment Mounting
  - Label, FAMA #15: "Helmet Worn in Cab"
  - Label, FAMA #17: "Vehicle Backing"
  - Label, Chassis Data Labels, 1901
  - Label, Overall, Height, Length, GVWR
  - Label, Warning, "No Ride Rear Step"

- **COMMERCIAL CHASSIS**

  - Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL
  - Payload Plus Upgrade Package
  - Elec Shift on the Fly (ESOF)
  - Skid Plates (Extended and Crew Cab Only)
  - Engine, 6.7L Power Stroke Diesel
  - Transmission, Automatic, 10-Spd
  - Fire/Rescue Prep Pkg
  - Operator Commanded Regeneration (OCR)
  - Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap
  - Rear Axle Ratio, Limited Slip, 4.88 (6.7L)
  - Block Heater
  - PTO Provision
  - Cab, Crew, 4-Dr
  - Power Equipment Group
  - 40/20/40 Vinyl Front Bench Seat
  - 60/40 Rr Bench Seat
  - XL Value Package
  - Tires and Wheels: F450/ 550 (4x4)
  - Wheels, 19.50" Steel
  - Tires, 225/70Rx19.5G BSW
  - Ford Warranty, Superduty

- **CHASSIS PAINT COLOR 1**

  - Cab Paint, Single Color, Race Red, PQ
  - CHASSIS MODS - 7.000 02/14/22

- **CAB STEPS, RUNNING BRDS -**

  - FORD OPTION: Running Boards, Crew Cab, NFPA

- **WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS**

  - NO Front Bumper Replacement - PTS
  - FORD OPTION: Grille Guard, w/ winch Mount
  - Winch, 12,000 lbs., Wire Rope

- **HITCHES-TIE OFFS-RECEIVERS**

  - Receiver Hitch, Rear, Class V, 2.00"
  - Trailer Hitch Power Plug, 12V, 7 Prong

- **FORD SEATING**

  - FORD/ RAM OPTION: Center Seat Removal for Console
  - Seating Capacity, Four (4)
  - FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt
  - Label, FAMA #11: SCBA Seat Insert
  - Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant
  - Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016

- **TIRE PRESSURE MONITORING SYSTEMS**

  - Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel

- **WHEEL TRIM and COVERS**

  - FORD OPTION: Wheel Covers, SS, 19.50"

- **EXHAUST SYSTEMS**

  - Chassis Exhaust Extension, RH Side
  - Exhaust Heat Shield, Under Body Components
  - Label, FAMA #04: "Hot Exhaust Dangers"

- **FRAME PREP and MODIFICATIONS**

  - Chassis Preparation, Commercial
  - Front Tow Hooks - Chassis Supplied
  - Not Required, Vehicle Data Recorder & Seat Belt Monitor, Ford, Non-NFPA 2017

- **CONSOLES and EQUIPMENT**

  - FORD OPTION: Center Console, Aluminum
  - Console Option, Cup Holders, (2)

- **BATTERY SYSTEMS and SHORELINE PLUG-INS**

  - Master Body Disconnect Switch
  - Indicator Light, Mst Body Disconnect, Green
  - Kussmaul, Chief 4012, 40 Amp
  - Battery Charger Location, Per Manufacturer
  - Shore Power Inlet, Kussmaul, Super Auto-Eject 20A
  - Auto-Eject Mating Plug, NEMA 5-20P
  - Chief Status Center w/ Cover, 091-55-266-YW, Yellow
  - Auto Eject Location, Per Manufacturer
  - Aux Air Cmp, Kussmaul, 12V

- Aux Air Compressor Location, Per Manufacturer

- **BACK UP ALARM**

  - Back Up Alarm, 97db
  - 12 VOLT POWER SOURCES
  - USB Port, Kussmaul, Dual, 4.8amp total, 2.4amp each

- **PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22**

  - Pump Package, Side mount, Fouts 4, Hale, DSD, Midship
  - Fire Pump, Hale DSD, 1 Stage, Midship
  - Pump Warranty, Hale, 5 Year (2 Year Parts & Labor, Parts Only Years 3-5)
  - Pump Manuals, Elec, (2)
  - Pump Flow Rating, Hale, DSD, 1500 GPM
  - Altitude Requirements, 0' to 2000 Feet Above Sea Level

- **MASTER INTAKE(S)**

  - Intake, 6.00", NST, Ungated, LH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo
  - Intake, 6.00", NST, Ungated, RH Side, Pump Panel
  - Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo

- **PUMP MODS**

  - Pump Installation, Midship Split-Shaft, Ford 450/550 1

- **PUMP SHIFT, FORD, HALE, MIDSHIP**

  - Pump Shift, Hale, Air, Midship w/ Air System Install 1
  - Pump Shift Control, Elec Over Air, IC 1

- **PUMP EQUIPMENT, HALE,**

  - Valves: Akron, Gen II 1
  - Drains, 0.75" Mnl, Class1, Lift Handle 1
  - Discharge Gauges, Class1, 2.50", (0-400 psi), White Face 1
  - Gauge Bezels, Class1, Chrome 1
  - Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless 1
  - Fuse, 250 amp, Primer 1
  - Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale 1
  - Thermal Relief Valve, TRV-120 1
  - Pump Cooler Valve, Hale 1

- **PRESSURE GOVERNOR**

  - Governor, Class1, Sentry 1

- **GATED INTAKE**

  - Aux Suction, 2.50", LH Side, Pump Panel 1
  - Intake Valve Control, Mnl Swing Type-Adjacent 1
  - Plug, 2.50" Chrome, NST, w/Chain

- **TANK TO PUMP VALVE**

  - Valve, Tank to Pump, 3.00", Air 1

- **TANK FILL VALVE**

  - Valve, Tank Re-Fill, 2.00" 1
  - Valve Control, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl 1

- **DISCHARGE, LH PANEL**

  - Discharge, 2.50", LH Side, Pump Panel 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 2.50" MNST, Integral, Class1 1
  - Cap, 2.50" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH FRONT PANEL**

  - Discharge, 3.00", RH Side, Pump Panel, Front 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge, Elbow, 30d, 3.00" MNST, Integral, Class1 1
  - Cap, 3.00" Chrome, NST, w/ Chain 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, RH REAR PANEL**

  - Discharge, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge Adapt, Straight, 3.00"-4.00" MNST, Class1 1
  - Discharge Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL 1
  - Cap, TFT, 5.00" Storz w/ Lanyard 1
  - Discharge NOT Foam Capable 1

- **DISCHARGE, HOSEBED PRE-CONNECT**

  - Discharge, Preconnect, 2.50", Front of Hose Bed, RH 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
  - Discharge NOT Foam Capable

- **DISCHARGE(S), CROSSLAYS**

  - Crosslay Discharge #1- One (1) 1.75", Above Mod 1
  - Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1

- Discharge Foam Capable 1
- Crosslay Discharge #2- One (1) 1.75", Above Mod 1
- Valve Control, Pull Rod, LH Side, Locking, Class1, CP T-handle 1
- Discharge Foam Capable 1

- **MASTER GAUGES**

  - Master Gauges, Pressure Governor 1

- **TANK LEVEL INDICATOR(S)**

  - Water Level Gauge, Class1 "ITL-40B", Blue, Pump Panel 1

- **PUMP ENCLOSURE**

  - Pump House, Side Mount, Ext Alum, 24.00" 1
  - Pump Panels, 14 GA, Brushed Finish, 304 SS 1

- **CROSSLAYS/ DUNNAGE AREA**

  - Crosslay Config, (2) Hosebeds, Double Stack 1
  - Crosslay Divider, 3/16" Alum, w/ Hand Holes 1
  - Vinyl Crosslay Cover, Red 1

- **PUMP PANEL/ ENCLOSURE LIGHTS**

  - Pump Panel Lt, LH Side, LED, Strip 1
  - Pump Panel Lt, RH Side, LED, Strip 1
  - Pump Compt. Lht, LED Strip 1
  - Lt, Controls, Switch on pump panel 1

- **PUMP MODULE RUNNING BOARDS 1**

  - Running Board, LH Pump Panel, Alum T/P, TM 1
  - Running Board, RH Pump Panel, Alum T/P, TM

- **PUMP PANEL LABELING**

  - Label, FAMA 22, Hose Restraint Required 1
  - Label, FAMA 18, Intake and Discharge Cap Pressure 1
  - Label, FAMA 25, Trained Personal Only 1
  - Label, Pump ID Plate, IC 1
  - Labels, Color Coded, Innovative Controls 1

- **FOAM SYSTEM 1**

  - Foam System, Hale SmartFOAM, 2.1A 1
  - Foam Level Gauge, Class A, Class1 "ITLF-40G", Green 1

- **RESCUE BODY**

- **WATER TANK 1**

  - Tank, 300 Gal Water, 15 Gal Foam, Poly 1
  - Label, FAMA 19, "Foam Type Mixing" 1

- **BODY 1**

  - Alum, 108.00" L x 95.00" W, Body Const 1

- **LEFT SIDE COMPARTMENTS 1**

  - L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1

- **RIGHT SIDE COMPARTMENTS**

  - R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1
  - R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Switch, Amdor, Magnetic, Ea 1
  - Shelf Trac, Vertical, Alum 1
  - Shelf, Alum, Adjustable, ea 1

- **REAR BODY DESIGN- FLAT BACK 1**

  - CR1, Rr Cntr Comp't - Full Ht Roll Up 1
  - Roll-UP Door, Amdor, Satin Finish 1
  - Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt 1
  - Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea 1

- **HOSEBED**

  - Hose Bed, Grating, Extrd Alum 1
  - Hose Bed, Cross Divider, Fwd 22.00" 1
  - Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T 1
  - Hose Bed, Strge Cpcty, 34.00 Cubic Feet 1
  - NO Hose Bed Storage Capacity - PTS 1
  - Hosebed, Divider, 3/16" Alum, ea 1
  - Hsbd Cvr, Vnyl, Velcro, Red 1

- **EQUIPMENT STORAGE**

  - Tray, Suction Hose, (2), LH, Above Compt 1
  - Hose Capacity, (2) 8' Sections 1
  - Ladder Mtg, RH, Above Compt, (1) PEL-12 1

- **WHEEL WELL AREA**

  - Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr 1
  - Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill 1

- **REAR STEPS**

  - Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt 1
  - Lt, Controls, Work/ Step Lts, Park Brake 1

- **EXTERIOR GRAB RAILS**

  - Grab Rails, (2), Rear, Vertical 1

- **COMPARTMENT PACKAGES**

  - NO FMI Compartment Packages - PTS 1

- **12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 1 ELECTRICAL Electrical, 12V 1**

  - NFPA Electrical System 1

- **GROUND LIGHTING**

  - Ground Lts, (4), Chassis, 4-Dr. LED 1
  - Ground Lts, (2) Forward Rr Whls, LED 1

- Ground Lts, (2) Rr Step, LED 1
- Lt Swtch , Ground Lts w/ Park Brake 1

- **DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS**

  - Lht, Hazard, LED, Flashing, Red

- **REAR DIRECTIONALS/ DOT LIGHTS**

  - Rear Brake/Tail/Turn/Backup, Whelen M6 1
  - Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair) 1
  - Turn Signals, Whelen, LED, M6, Amber Lens (Pair) 1
  - Backup Lts, Whelen, LED, M6 (Pair) 1
  - Tail Lt Bezel, 4 Lights, Whln M6 (Pair), ABS Chrome 1
  - Fouts4 Body LED Marker Lights 1
  - Marker Lts, 0.75" LED, DOT Required 1
  - Reflectors, Red, (4), Rear Body 1
  - Lht , License Plate, LED 1

- **TRAFFIC ADVISOR**

  - Traffic Advisor, Whelen TAL85, 48.00" LED 1

- **SCENE LIGHT(S) - UPPER BODY 1**

  - Scene Lts, Whelen, Side Facing Upper Front, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Scene Lts, Whelen, Upper Rear Body, (2) M6ZC 1
  - Scene Lt, Driver, Whelen, M6ZC, LED, Ea 1
  - Scene Lt, Officer, Whelen, M6ZC, LED, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Left Scene Swtch, Rocker, Single Switch, Cab 1
  - Rear Scene Swtch, Rocker, Single Switch, Cab 1
  - Right Scene Swtch, Rocker, Single Switch, Cab 1
  - Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse 1

- **BACKUP CAMERA**

  - Rearview Camera, 7.00" Color Monitor
  - Monitor Location, Rear View Mirror

- **WARNING LIGHTS PACKAGE**

  - Warning light flash pattern, Default NFPA 1

- **LIGHTBAR**

  - Lht Bar, Federal, 53" Vision SLR 1
  - White Lights, "Blocking Right of Way" 1
  - Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab 1
  - Lightbar Mount, MKEZ7 1

- **UPPER LEVEL WARNING LIGHTS 1**

  - Warn Lts, Whelen, Side Facing Upper Front, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Warn Lts, Whelen, Upper Rear, (2) M6 Series LED 1
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M6 Series, Ea 2
  - Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab 1

- **LOWER LEVEL WARNING LIGHTS 1**

  - Warning Lts, Whelen, Lower Warn Lt, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Intrsct, (2) M4 Series LED 1
  - Warning Lt, Driver, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M4 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M4 Series, Ea 2
  - Warning Lts, Whelen, Low Mid Body (2) M7 Series LED 1
  - Warning Lt, Driver, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M7 Series, Red LED, Clear Lens, Ea 1
  - Flange, Chrome, Warning Lt, Whln, M7 Series, Ea 1
  - Warning Lts, Whelen, Low Rr (2) M6 Series LED
  - Warning Lt, Driver, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Warning Lt, Officer, Whelen, M6 Series, Red LED, Clear Lens, Ea 1
  - Bezel(s), Taillights
  - Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab

- **AUDIBLE WARNING**

  - Siren, Whelen Howler Siren Amplifier
  - Siren, Whelen, 295SLSA1, 100/200 watt
  - Speaker, Whelen, 100 watt, SA315, RH Side
  - Label, FAMA #42: "Siren Noise"

- **PAINT/ PREP/ STRIPE**

- **PAINT AND FINISH**

  - Cab, Standard Color
  - Anti-Corrosion Protection, ECK
  - Body Undercoating, Rescue Body
  - Compartment Interiors, Side, Zolatone

- **PAINT TWO TONE CAB**

  - Wheel Rims, As Provided with Chassis

- **LETTERING AND STRIPING**

  - Rear Cheveron Striping, Red/ Florescent Yellow-Geen
  - DEALER SUPPLIED GRAPHICS PACKAGE

- **LOOSE EQUIPMENT**

- **WARRANTY REQUIREMENTS**

  - General Warranty, (1) Year
  - Body Warranty, Alum, (10) Year
  - Plumbing Warranty, Stainless Steel, (10) Year
  - Paint Warranty, (5) Year, PPG
  - Electrical Warranty, (2) Year
  - Akron Brass Warranty, (10) Year Valves, (5) Year Elec
  - Whelen Warranty, (2) Year Siren, (5) Year LED
  - Whelen Warranty, Limited Lifetime
  - Kussmaul Warranty

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.

B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.3 WARRANTIES

A. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

BID FORM

FY 2023-2024 RFP 24-05 1 – Fire Department Mini Pumper

RETURN DATE: December 27, 2023
RETURN TO: Office of the Town Clerk
Attn: RFP 24-05
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE· EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature_____ Date:_____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I_____("Affiant"), being first duly sworn, deposes and says that:

(1) Affiant is_____(insert job title) of_____(insert name of company) the bidder that submitted the attached bid;

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF_____COUNTY OF_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____, 20 __

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME___Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I_____("Undersigned"), certify that:

(1) Undersigned is_____(insert job title) and duly authorized to act on behalf of the Contractor_____that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____ _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

_____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

SOUTH FLORIDA
EMERGENCY VEHICLES

PROPOSAL

TO THE:
Town of Dundee
Dundee Fire Department
Chief Joseph Carbone
PO Box 1000
Dundee, FL 33838

DATE: December 27, 2023

We hereby propose and agree to furnish the following firefighting apparatus and equipment upon your acceptance of this proposal:

One (1) FOUTS BROS 2024 FORD F-550 FOUTS FOUR FIRE APPARATUS.

TOTAL PRICE.....$ 333,645.00

The Apparatus will be built completely in accordance with the following proposal and delivered in approximately **185 days after receipt of Ford Chassis** following approval of contract/PO, subject to delays from all causes beyond our control.

This proposal shall be valid for Ninety (**90**) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, and delivery times.

Respectfully submitted,

Guy Lombardo
South Florida Emergency Vehicles

SOUTH FLORIDA EMERGENCY VEHICLES
4655 Cummins Ct. | Fort Myers, FL 33905 | 239-267-5300

BID FORM

FY 2023-2024 RFP 24-05 1 – Fire Department Mini Pumper

RETURN DATE: December 27, 2023
RETURN TO: Office of the Town Clerk
Attn: RFP 24-05
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1. Fouts Four Mini Pumper	1		333,645.00	333,645.00
2.				
3.				
4.				
5.				
6.				
7				
8.				
			TOTAL ($)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST ($)	TOTAL COST ($)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: South Florida Emergency Vehicles
Company Address: 4655 Cummins Ct
Company City: Fort Myers State: FL Zip: 33905
Company Phone Number: 239 267 5300 Fax Number:
Authorized Representative: Guy Lombardo
Signature: Date: 12/27/2023
Print Name: GUY LOMBARDO Phone Number: 573 216 2562
Title: Sales Manager

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name South Florida Emergency Vehicles

Signature Guy Lombardo **Date:** 12/18/2023

Printed Name Guy Lombardo

Title Sales Manager

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Fla. COUNTY OF Lee

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18 DAY OF Dec, 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: Patricia Audette

PRINT: _____

PATRICIA AUDETTE
Notary Public-State of Florida
Commission # GG 953865
My Commission Expires
February 02, 2024

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Guy Lombardo (**"Affiant"**), **being first duly sworn, deposes and says that:**

(1) Affiant is Sales Manager (insert job title) of SFEV (insert name of company) the bidder that submitted the attached bid; South Florida Emergency Vehicles

(2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF FL COUNTY OF LEE

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18 DAY OF DEC, 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D._____

TYPE OF ID PRODUCED _____

SIGN: Patricia Audette

PRINT: _____

PATRICIA AUDETTE
Notary Public-State of Florida
Commission # GG 953865
My Commission Expires
February 02, 2024

CERTIFICATION OF DRUG-FREE WORKPLACE

I Guy Lombardo **("Undersigned"), certify that:**

(1) Undersigned is Sales Mgr (insert job title) and duly authorized to act on behalf of the Contractor SFEV that submitted the attached bid.

(2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.

(3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

(4) In order to have a drug-free workplace program, a business shall:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

(d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, South Florida Emergency Vehicles acknowledges, understands, and complies fully with the above requirements.

DATE: 12/18/2023 NAME OF ENTITY: South FL Emer. Vehicles

PHONE/FAX: 239 267 5306

ADDRESS: 4655 Cummins Ct
Fort Myers FL 33905

SIGNATURE:

PRINT NAME: Guy Lombardo

SALES TAX SAVINGS FORM

CONTRACT NUMBER: NA

NAME OF PROJECT: NA

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
		NA	

(1) This is the amount to be deducted from contract by change order.

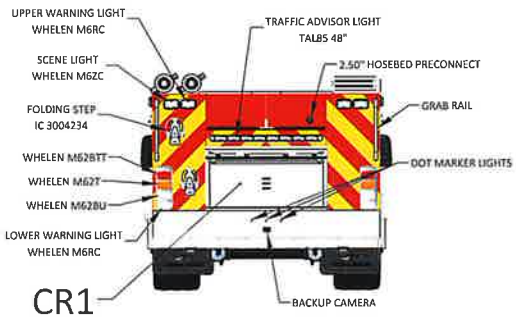
(2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.

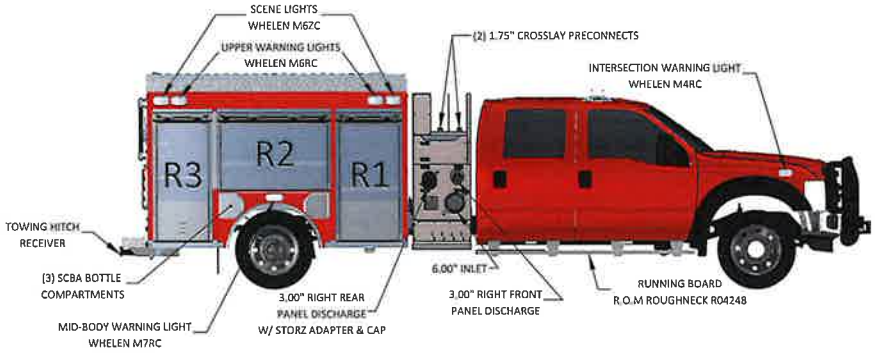
(3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

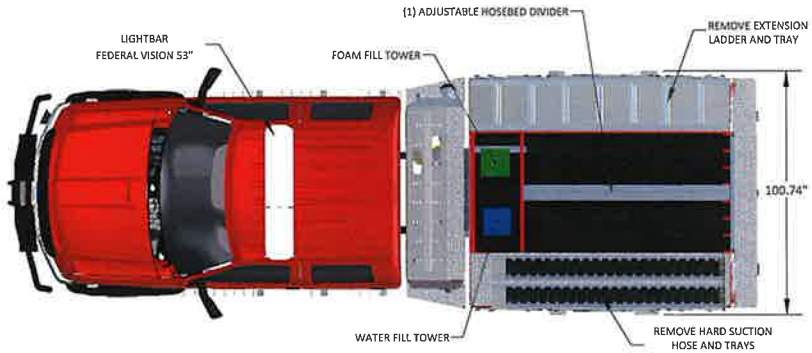
DUNDEE REFERENCES FOR FOUTS FOUR PUMPERS

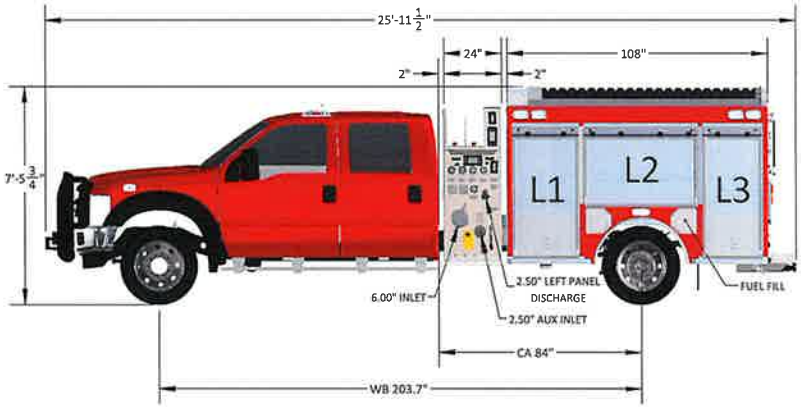
Department	Contact
City of Cocoa Fire Department 65 Stone Street Cocoa FL 32922	Jonathan Lamm
City of Fort Myers Fire Department 2600 Dr Martin Luther King Blvd Fort Myers FL 33902	James Hayden
Holley Navarre Fire Rescue 8618 Esplanade Street East Navarre FL 32566	Chief Kevin Lewis
Jupiter Island Fire Department 103 Bunker Hill Road Hobe Sound FL 33455	Asst Chief Michael Ewing
Pratt & Whitney Fire Department 17900 Beeline Highway Jupitier FL 33478	Timothy O'Conner

TWO TONE CAB - DELETE HARD SUCTION









CHASSIS INFO	
CHASSIS	: FORD F-550
CAB	: 4 DOOR CREW CAB, XL TRIM
ENGINE	: 6.7L POWER STROKE V8 TURBO ENGINE 330HP
TRANSMISSION	: TORQSHIFT 10-SPEED AUTOMATIC
PAINT - PRIMARY	: FORD RACE RED, PQ
FRONT MOUNT WINCH	: WARN VR12000 ELECTRIC WINCH
GRILLE GUARD	: WESTIN HDX WINCH MOUNT GRILLE GUARD
PUMP INFO	
PUMP	: HALE, DSD 1500GPM, SIDE MOUNT
INTAKES	
DRIVER SIDE	: (1) 6.00" & (1) 2.50" AUX
OFFICER SIDE	: (1) 6.00"
DISCHARGES	
DRIVER SIDE	: (1) 2.50"
OFFICER SIDE	: (1) 3.00" & (1) 3.00" W/ 5.00" STORZ
PRECONNECTS	: (2) 1.75" (FOAM CAPABLE)
HOSEBED PRECONNECT(RH)	: (1) 2.50"
PUMP MISC	
PRESSURE GOVERNOR	: CLASS 1 SENTRY
PRIMING SYSTEM	: HALE ESP
TANK TO PUMP	: (1) 3.00"
TANK REFILL	: (1) 2.00"
WATER LEVEL GAUGE (PUMP)	: HALE ITL-40B
PUMP PANEL MATERIAL	: 304L SS, BRUSHED FINISH
FOAM SYSTEM	: HALE 2.1A SMART FOAM SYSTEM
FOAM LEVEL GAUGE (PUMP)	: HALE ITL-40G
CROSSLAY COVER	: 18 OZ. VINYL, RED
TANK INFO	
TANK	: PROPOLY
TANK WATER CAPACITY	: 300 GALLONS
FOAM CAPACITY	: 15 GALLONS CLASS A
BODY INFO	
BODY TYPE	: ALUMINUM RESCUE BODY
DOOR TYPE	: AMDOR ROLL-UP DOOR
SCBA BOTTLE COMPARTMENTS	: (1) LH SIDE & (2) RH SIDE
HOSEBED COVER	: VINYL, RED
LH SIDE COMPARTMENTS	
L1	: 29.50" W X 59.00" H X 22.00" D = 22.159 CU.FT.
L2	: 47.00" W X 38.00" H X 22.00" D = 22.738 CU.FT.
L3	: 29.00" W X 59.00" H X 22.00" D = 21.783 CU.FT.
RH SIDE COMPARTMENTS	
R1	: 29.50" W X 59.00" H X 22.00" D = 22.159 CU.FT.
R2	: 47.00" W X 38.00" H X 22.00" D = 22.738 CU.FT.
R3	: 29.00" W X 59.00" H X 22.00" D = 21.783 CU.FT.
REAR COMPARTMENT	
CR1	: 50.00" W X 28.00" H X 28.00" D = 22.685 CU.FT.
TOTAL VOLUME	: 156.045 CU.FT.
LOOSE EQUIPMENTS	
HARD SUCTION HOSE(S)	: (2) 6" X 8' KOCHEK
LADDER	: (1) PEL-12, TWO SECTION LADDER

FOUTS BROS

FOUTS BROS, INC.
138 ROBERSON MILL ROAD, MILLEDGEVILLE, GA 31061

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.
OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS
INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT
IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE DRAWING AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL PREVAIL.

DECIMAL : ± 0.062 FRACTIONAL : ±1/16	ENG SS	REV R00	SCALE 1:50	DWG SIZE D	DATE 16 JUNE 2022
FOR:					
TITLE:	STOCK - FOUTS FOUR V2				
PRODUCTION :	N/A				

FOUTS BROS

QUOTATION

Exp. Date:	03/10/2023	
Quote No:	10681-0001	
FOUTS4:	FB-F4-MINI	FOUTS 4
ADMIN:	FB-02-0145	ADMINISTRATIVE - FOUTS 4
DIMENSIONS:	FB-11-0145	DIMENSIONS - FOUTS 4
NFPA 1901:	FB-05-0145	NFPA 1901 REQUIREMENTS -INITIAL ATTACK
CHASSIS:	FB-09-0145	CHASSIS, COMMERCIAL - FORD
CHASS MOD:	FB-12-0145	CHASSIS MODS - FOUTS 4
CHASSMOD-E:	FB-14-0146	ELEC CHASSIS MODS- FOUTS 4
PLUMBING:	FB-20-0145	PUMP AND PLUMBING - FOUTS 4
BODY:	FB-40-0145	RESCUE BODY - FOUTS 4
ELEC-12VDC:	FB-50-0145	12V ELECTRICAL SYSTEM - FOUTS 4
PAINT:	FB-70-0145	PAINT/ PREP/ STRIPE - FOUTS 4
LSE-EQUIP:	FB-80-0145	LOOSE EQUIPMENT - FOUTS 4
WARRANTY:	FB-10-0145	WARRANTY- FOUTS 4

02/08/2023

DESCRIPTION	QTY
== ADMINISTRATIVE - FOUTS 4 - 7.000 02/14/22 ==	**1**
Terms of Payment, 100% at Delivery	1
Vehicle Pickup at Factory	1
|-- Fuel/DEF Tnks, Full at Delivery	1
== DIMENSIONS - FOUTS 4 - 7.000 02/14/22 ==	**1**
DIMENSIONS	**1**
Overall Height, < 96.00"	1
Overall Length < 26'	1
Overall Width, 96.00"	1
Pump Module Width, 24.00"	1
Angle of Approach, NFPA Minimum, 8 Degrees	1
Angle of Departure, NFPA Minimum, 8 Degrees	1
== NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22 ==	**1**
NFPA 1901-2016	**1**
NFPA 1901-2016 Compliance, Initial Attack	1
|-- Center of Gravity, Calculated	1
|-- Road Test Certification	1
PLACARDS and LABELING	**1**
|-- Label, FAMA #7: Seated and Belted	1
|-- Label, FAMA #10: Cab Equipment Mounting	1
|-- Label, FAMA #15: "Helmet Worn in Cab"	1
|-- Label, FAMA #17: "Vehicle Backing"	1
|-- Label, Chassis Data Labels, 1901	1
|-- Label, Overall Height, Length, GVWR	1
|-- Label, Warning, "No Ride Rear Step"	1
== CHASSIS, COMMERCIAL - FORD - 7.000 02/14/22 ==	**1**

DESCRIPTION	QTY
COMMERCIAL CHASSIS	**1**
Chassis, Commercial, Supplied By Fouts Bros.	1
|-- Ford, F-550, DRW, 4x4, 4-Dr, 203.7" WB, XL	1
|-- Payload Plus Upgrade Package	1
|-- Elec Shift on the Fly (ESOF)	1
|-- Skid Plates (Extended and Crew Cab Only)	1
|-- Engine, 6.7L Power Stroke Diesel	1
|-- Transmission, Automatic, 10-Spd	1
|-- Fire/Rescue Prep Pkg	1
|-- Operator Commanded Regeneration (OCR)	1
|-- Fuel Tank, 40 Gallon, Aft, w/ Aux fuel tap	1
|-- Rear Alxe Ratio, Limited Slip, 4.88 (6.7L)	1
|-- Block Heater	1
|-- PTO Provision	1
|-- Cab, Crew, 4-Dr	1
|-- Power Equipment Group	1
|-- 40/20/40 Vinyl Frnt Bench Seat	1
|-- 60/40 Rr Bench Seat	1
|-- XL Value Pckg	1
|-- Tires and Wheels: F450/ 550 (4x4)	1
|-- Wheels, 19.50" Steel	1
|-- Tires, 225/70Rx19.5G BSW	1
|-- Ford Warranty, Superduty	1
CHASSIS PAINT COLOR	**1**
|-- Cab Paint, Sngl Color, Race Red, PQ	1
== CHASSIS MODS - FOUTS 4 - 7.000 02/14/22 ==	**1**
CAB STEPS, RUNNING BRDS - FOUTS 4	**1**
|-- FORD OPTION: Running Boards, Crew Cab, NFPA	1
WINCHES/ BRUSH GUARDS/ REPLACEMENT BUMPERS	**1**
|-- ==== NO Front Bumper Replacement - PTS ====	1
|-- FORD OPTION: Grille Guard, w/ winch Mount	1
|-- Winch, 12,000 lbs, Wire Rope	1
HITCHES-TIE OFFS-RECEIVERS	**1**
|-- Receiver Hitch, Rear, Class V, 2.00"	1
|-- Trailer Hitch Pwr Plug, 12V, 7 Prong	1
FORD SEATING - FOUTS 4	**1**
|-- FORD/ RAM OPTION: Center Seat Removal for Console	1
|-- Seating Capacity, Four (4)	1
|-- FORD OPTION: SCBA Seats, Valor, Rear, (2), w/ EZ Lock SCBA Brkt	1
|-- Label, FAMA #11: SCBA Seat Insert	1
|-- Seat Belt Web Length, Commercial Chassis, Non-NFPA 2016 Compliant	1
|-- Seat Belts, Supplied by Chassis Mfgr, Ford, Non-NFPA 2016	1
TIRE PRESSURE MONITORING SYSTEMS	**1**
|-- Tire Prss Monitoring Dvce, LED AirGuard, 6 Wheel	1
WHEEL TRIM and COVERS	**1**

DESCRIPTION	QTY
|-- FORD OPTION: Wheel Covers, SS, 19.50"	1
EXHAUST SYSTEMS	**1**
|-- Chassis Exhaust Extension, RH Side	1
|-- Exhaust Heat Shield, Under Bdy Compts	1
|-- Label, FAMA #04: "Hot Exhaust Dangers"	1
FRAME PREP and MODIFICATIONS	**1**
|-- Chassis Preparation, Commercial	1
|-- Front Tow Hooks - Chassis Supplied	1
== ELEC CHASSIS MODS- FOUTS 4 - 7.000 02/14/22 ==	**1**
Not Required, Vehicle Data Recorder and Seat Belt Monitor, Ford, Non-NFPA 2017	1
CONSOLES and EQUIPMENT	**1**
|-- FORD OPTION: Center Console, Aluminum	1
|-- Console Option, Cup Holders, (2)	1
BATTERY SYSTEMS and SHORELINE PLUG-INS	**1**
|-- Master Body Disconnect Switch	1
|-- Indicator Lht, Mst Bdy Disconnect, Green	1
|-- Kussmaul, Chief 4012, 40 Amp	1
|-- Battery Charger Location, Per Manufacturer	1
|-- Shore Power Inlet, Kussmaul, Super Auto-Eject 20A	1
|-- Auto-Eject Mating Plug, NEMA 5-20P	1
|-- Chief Status Center w/ Cover, 091-55-266-YW, Yellow	1
|-- Auto Eject Location, Per Manufacturer	1
|-- Aux Air Cmp, Kussmaul, 12V	1
|-- Aux Air Compressor Location, Per Manufacturer	1
BACK UP ALARM	**1**
|-- Back Up Alarm, 97db	1
12 VOLT POWER SOURCES	**1**
|-- USB Prt, Kussmaul, Dual, 4.8amp total, 2.4amp each	1
== PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22 ==	**1**
PUMP	**1**
Pump Package, Sidemount, Fouts 4, Hale, DSD, Midship	1
|-- Fire Pump, Hale DSD, 1 Stage, Midship	1
|-- Pump Warranty, Hale, 5 Yr (2 Yr Prts & Lbr, Prts Only Yrs 3-5)	1
|-- Pump Manuals, Elec, (2)	1
|-- Pump Flow Rating, Hale, DSD, 1500 GPM	1
|-- Altitude Requirements, 0' to 2000 Feet Above Sea Level	1
MASTER INTAKE(S)	**1**
|-- Intake, 6.00", NST, Ungated, LH Side, Pump Panel	1
|-- Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo	1
|-- Intake, 6.00", NST, Ungated, RH Side, Pump Panel	1
|-- Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo	1
PUMP MODS	**1**

DESCRIPTION	QTY
|-- Pump Instln, Midship Split-Shaft, Ford 450/550	1
PUMP SHIFT, FORD, HALE, MIDSHIP	**1**
|-- Pump Shift, Hale, Air, Midship w/ Air System Install	1
|-- Pump Shift Control, Elec Over Air, IC	1
PUMP EQUIPMENT, HALE, FOUTS 4	**1**
|-- Valves: Akron, Gen II	1
|-- Drains, 0.75" Mnl, Class1, Lift Handle	1
|-- Discharge Gauges, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Pump Primer, Hale ESP-PVG, 12V Elec, Fluidless	1
|-- Fuse, 250 amp, Primer	1
|-- Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale	1
|-- Thermal Relief Valve, TRV-120	1
|-- Pump Cooler Valve, Hale	1
PRESSURE GOVERNOR	**1**
|-- Governor, Class1, Sentry	1
GATED INTAKE	**1**
|-- Aux Suction, 2.50", LH Side, Pump Panel	1
|-- Intk Vlv Cntrl, Mnl Swing Type-Adjacent	1
|-- Plug, 2.50" Chrome, NST, w/ Chain	1
TANK TO PUMP VALVE	**1**
|-- Valve, Tank to Pump, 3.00", Air	1
TANK FILL VALVE	**1**
|-- Valve, Tank Re-Fill, 2.00"	1
|-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
DISCHARGE, LH PANEL	**1**
|-- Dschg, 2.50", LH Side, Pump Panel	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Dschg, Elbw, 30d, 2.50" MNST, Integral, Class1	1
|-- Cap, 2.50" Chrome, NST, w/ Chain	1
|-- Discharge NOT Foam Capable	1
DISCHARGE, RH FRONT PANEL	**1**
|-- Dschg, 3.00", RH Side, Pump Panel, Frnt	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Dschg, Elbw, 30d, 3.00" MNST, Integral, Class1	1
|-- Cap, 3.00" Chrome, NST, w/ Chain	1
|-- Discharge NOT Foam Capable	1
DISCHARGE, RH REAR PANEL	**1**
|-- Dschg, Push Pull, 3.00" x 4.00", RH Side, Pump Panel, Rr	1

DESCRIPTION	QTY
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Dschg Adapt, Straight, 3.00"-4.00" MNST, Class1	1
|-- Dschg Elbow, TFT, 30 deg, 5.00"Stz S x 4.00"F NH S RL	1
|-- Cap, TFT, 5.00" Storz w/ Lanyard	1
|-- Discharge NOT Foam Capable	1
DISCHARGE, HOSEBED PRE-CONNECT	**1**
|-- Dschg, Preconnect, 2.50", Front of Hose Bed, RH	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Discharge NOT Foam Capable	1
DISCHARGE(S), CROSSLAYS	**1**
|-- Crosslay Dschg #1- One (1) 1.75", Above Mod	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Discharge Foam Capable	1
|-- Crosslay Dschg #2- One (1) 1.75", Above Mod	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Discharge Foam Capable	1
MASTER GAUGES	**1**
|-- Master Gauges, Pressure Governor	1
TANK LEVEL INDICATOR(S)	**1**
|-- Water Lvl Gauge, Class1 "ITL-40B", Blue, Pump Panel	1
PUMP ENCLOSURE	**1**
|-- Pump House, Side Mount, Ext Alum, 24.00"	1
|-- Pump Panels, 14 GA, Brushed Finish, 304 SS	1
CROSSLAYS/ DUNNAGE AREA	**1**
|-- Crosslay Config, (2) Hosebeds, Double Stack	1
|-- Crosslay Divider, 3/16" Alum, w/ Hand Holes	1
|-- Vinyl Crosslay Cover, Red	1
PUMP PANEL/ ENCLOSURE LIGHTS	**1**
|-- Pump Panel Lt, LH Side, LED, Strip	1
|-- Pump Panel Lt, RH Side, LED, Strip	1
|-- Pump Compt. Lht, LED Strip	1
|-- Lt, Cntrls, Switch on pump panel	1
PUMP MODULE RUNNING BOARDS	**1**
|-- Running Brd, LH Pump Panel, Alum T/P, TM	1
|-- Running Brd, RH Pump Panel, Alum T/P, TM	1
PUMP PANEL LABELING	**1**
|-- Label, FAMA 22, Hose Restraint Required	1
|-- Label, FAMA 18, Intake and Discharge Cap Pressure	1
|-- Label, FAMA 25, Trained Personal Only	1
|-- Label, Pump ID Plate, IC	1

DESCRIPTION	QTY
|-- Labels, Color Coded, Innovative Controls	1
FOAM SYSTEM	**1**
|-- Foam System, Hale SmartFOAM, 2.1A	1
|-- Foam Lvl Gauge, Class A, Class1 "ITLF-40G", Green	1
== RESCUE BODY - FOUTS 4 - 7.000 02/14/22 ==	**1**
WATER TANK	**1**
|-- Tank, 300 Gal Water, 15 Gal Foam, Poly	1
|-- Label, FAMA 19, "Foam Type Mixing"	1
BODY	**1**
Fouts-4 Body, Alum, 108.00" L x 95.00" W, Body Const	1
|-- Door Type, Amdor, Roll-Up	1
LEFT SIDE COMPARTMENTS	**1**
|-- L1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- Shelf Trac, Vertical, Alum	1
|-- Shelf, Alum, Adjustable, ea	1
|-- L2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- Shelf Trac, Vertical, Alum	1
|-- Shelf, Alum, Adjustable, ea	1
|-- L3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- Shelf Trac, Vertical, Alum	1
|-- Shelf, Alum, Adjustable, ea	1
RIGHT SIDE COMPARTMENTS	**1**
|-- R1, Ahd Rr Whls - Full Ht Comp't - Roll Up Dr	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- Shelf Trac, Vertical, Alum	1
|-- Shelf, Alum, Adjustable, ea	1
|-- R2, Upr Hgh Sde - Sgle Comp't - Roll Up Dr	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 21.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- Shelf Trac, Vertical, Alum	1
|-- Shelf, Alum, Adjustable, ea	1
|-- R3, Bhnd Rr Whls - Full Ht Comp't - Roll Up Dr	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 41.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- Shelf Trac, Vertical, Alum	1
|-- Shelf, Alum, Adjustable, ea	1

DESCRIPTION	QTY
REAR BODY DESIGN- FLAT BACK	**1**
|-- CR1, Rr Cntr Comp't - Full Ht Roll Up	1
|-- Roll-UP Door, Amdor, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 13.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
HOSEBED - FOUTS 4	**1**
|-- Hose Bed, Grating, Extrd Alum	1
|-- Hose Bed, Cross Divider, Fwd 22.00"	1
|-- Hose Bed Dimensions: 49.75"W x 85.00"L x 15.00"T	1
|-- Hose Bed, Strge Cpcty, 34.00 Cubic Feet	1
|-- ==== NO Hose Bed Storage Capacity - PTS ====	1
|-- Hosebed, Divider, 3/16" Alum, ea	1
|-- Hsbd Cvr, Vnyl, Velcro, Red	1
EQUIPMENT STORAGE - FOUTS 4	**1**
|-- Tray, Suction Hose, (2), LH, Above Compt	1
|-- Hose Capacity, (2) 8' Sections	1
|-- Ladder Mtg, RH, Above Compt, (1) PEL-12	1
WHEEL WELL AREA - FOUTS 4	**1**
|-- Whl Well Cmpt, (3), Sngl SCBA Tubes, Alum Dr	1
|-- Whl Well Prv, LH Rear, Diesel Fuel Fluid Fill	1
REAR STEPS - FOUTS4	**1**
|-- Folding Steps, (2) LH Rear, IC 3004234, w/ (1) LED Step Lt	1
|-- Lt, Cntrls, Work/ Step Lts, Park Brake	1
EXTERIOR GRAB RAILS - FOUTS4	**1**
|-- Grab Rails, (2), Rear, Vertical	1
COMPARTMENT PACKAGES - FOUTS4	**1**
|-- ==== NO FMI Compartment Packages - PTS ====	1
== 12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 ==	**1**
ELECTRICAL	**1**
Electrical, 12V	1
|-- NFPA Electrical System	1
GROUND LIGHTING	**1**
|-- Ground Lts, (4), Chassis, 4-Dr. LED	1
|-- Ground Lts, (2) Forward Rr Whls, LED	1
|-- Ground Lts, (2) Rr Step, LED	1
|-- Lt Swtch , Ground Lts w/ Park Brake	1
DOOR OPEN / HAZARD WARNING LIGHT INDICATOR SYSTEMS	**1**
|-- Lht, Hazard, LED, Flashing, Red	1
REAR DIRECTIONALS/ DOT LIGHTS	**1**
|-- Rear Brake/Tail/Turn/Backup, Whelen M6	1

DESCRIPTION	QTY
|-- Tail/Brake Lts, Whelen, LED, M6, Red Lens (Pair)	1
|-- Turn Signals, Whelen, LED, M6, Amber Lens (Pair)	1
|-- Backup Lts, Whelen, LED, M6 (Pair)	1
|-- Tail Lt Bezel, 4 Lts, Whln M6 (Pair), ABS Chrome	1
|-- Fouts4 Body LED Marker Lights	1
|-- Marker Lts, 0.75" LED, DOT Required	1
|-- Reflectors, Red, (4), Rear Body	1
|-- Lht , License Plate, LED	1
TRAFFIC ADVISOR	**1**
|-- Trffic Advsr, Whelen TAL85, 48.00" LED	1
SCENE LIGHT(S) - UPPER BODY	**1**
|-- Scene Lts, Whelen, Side Facing Upper Frnt, (2) M6ZC	1
|-- Scene Lt, Drvr, Whelen, M6ZC, LED, Ea	1
|-- Scene Lt, Offcr, Whelen, M6ZC, LED, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Scene Lts, Whelen, Side Facing Upper Rear, (2) M6ZC	1
|-- Scene Lt, Drvr, Whelen, M6ZC, LED, Ea	1
|-- Scene Lt, Offcr, Whelen, M6ZC, LED, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Scene Lts, Whelen, Upper Rear Body, (2) M6ZC	1
|-- Scene Lt, Drvr, Whelen, M6ZC, LED, Ea	1
|-- Scene Lt, Offcr, Whelen, M6ZC, LED, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Left Scene Swtch, Rocker, Single Switch, Cab	1
|-- Rear Scene Swtch, Rocker, Single Switch, Cab	1
|-- Right Scene Swtch, Rocker, Single Switch, Cab	1
|-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1
BACKUP CAMERA	**1**
|-- Rearview Camera, 7.00" Color Monitor	1
|-- Monitor Location, Rear View Mirror	1
WARNING LIGHTS PACKAGE, FOUTS 4	**1**
|-- Warning light flash pattern, Default NFPA	1
LIGHTBAR	**1**
|-- Lht Bar, Federal, 53" Vision	1
|-- White Lhts, "Blocking Right of Way"	1
|-- Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab	1
|-- Lightbar Mount, MKEZ7	1
UPPER LEVEL WARNING LIGHTS	**1**
|-- Warn Lts, Whelen, Side Facing Upper Frnt, (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Warn Lts, Whelen, Side Facing Upper Rr, (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Warn Lts, Whelen, Upper Rear, (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1

DESCRIPTION	QTY
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
LOWER LEVEL WARNING LIGHTS	**1**
|-- Wrn Lts, Whelen, Lower Warn Lt, (2) M4 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M4 Series, Ea	2
|-- Wrn Lts, Whelen, Intrsct, (2) M4 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M4 Series, Red LED, Clear Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M4 Series, Ea	2
|-- Wrn Lts, Whelen, Low Mid Bdy (2) M7 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M7 Series, Red LED, Clear Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M7 Series, Red LED, Clear Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M7 Series, Ea	2
|-- Wrn Lts, Whelen, Low Rr (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Clear Lens, Ea	1
|-- Bezel(s), Tail lhts	2
|-- Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
AUDIBLE WARNING	**1**
|-- Siren, Whelen, 295SLSA1, 100/200 watt	1
|-- Spkr, Whln, 100 watt, SA315, RH Side	1
|-- Label, FAMA #42: "Siren Noise"	1
== PAINT/ PREP/ STRIPE - FOUTS 4 - 7.000 02/14/22 ==	**1**
PAINT AND FINISH	**1**
|-- Cab, Standard Color	1
|-- Anti-Corrosion Protection, ECK	1
|-- Body Undercoating, Rescue Body	1
|-- Compartment Interiors, Side, Zolatone	1
|-- PAINT TWO TONE CAB	1
|-- Wheel Rims, As Provided with Chassis	1
LETTERING AND STRIPING	**1**
|-- Rear Cheveron Striping, Red/ Florescent Yellow-Geen	1
|-- DEALER SUPPLIED GRAPHICS PACKAGE	1
Fouts Logo Plates, (3)	1
== LOOSE EQUIPMENT - FOUTS 4 - 7.000 02/14/22 ==	**1**
HARD SUCTION HOSE(S)	**1**
|-NOT PROVIDED	2
GROUND LADDERS - FOUTS-4	**1**
|-- NOT PROVIDED	1
== WARRANTY- FOUTS 4 - 7.000 02/14/22 ==	**1**
WARRANTY REQUIREMENTS	**1**

DESCRIPTION	QTY
General Warranty, (1) Year	1
Body Warranty, Alum, (10) Year	1
Plumbing Warranty, Stainless Steel, (10) Year	1
Paint Warranty, (5) Year, PPG	1
Electrical Warranty, (2) Year	1
Akron Brass Warranty, (10) Year Valves, (5) Year Elec	1
Whelen Warranty, (2) Year Siren, (5) Year LED	1
|-- Whelen Warranty, Limited Lifetime	1
Kussmaul Warranty	1

Fouts Bros Fire Equipment

The tank shall have a 6.00" overflow and air vent designed to prevent damage to the tank under high flow conditions and enclosed in front tank filler. Tank filler to extend upward from hose bed the same height as body sides. Overflow is to be designed and located to prevent water loss on fast stops or starts, and is also to be located not to affect traction on the rear tires.

FOAM CELL

One (1) internal foam cell shall be manufactured as part of the water tank.

The foam cell capacity shall be 15 US gallons.

The foam tank shall be integral with the water tank and shall have a rectangular fill tower with a hinged cover, pressure relief vent and a removable screen.

DO NOT MIX FOAM LABEL

A FAMA19 warning label shall be placed near the foam tank fill that reads "Foam Failure Hazard. Do NOT mix brands and types of foam concentrate. Mixed concentrate fay fail to form proper foam. Poor foam may fail to suppress fire leading to death".

FIRE BODY & RELATED COMPONENTS

OVERALL DIMENSIONS

The body shall be 108.00" Long x 95.00" wide x 64.00" high with fender well positioned for a 84.00" cab-to-axle dual rear wheel chassis. The body shall be designed to accommodate a 24.00" wide pump module.

FLOOR AND UNDERSTRUCTURE

The compartment floor shall be a single piece design made of .1875" aluminum tread bright. The floor shall be supported by front and rear extruded 6061 aluminum alloy 2.00" x 4.00" x .250" wall structural tube crossmembers and incorporating flange style direct body mounting plates. The center section of the floor shall be supported by two (2) additional crossmembers of 2.00" x 2.00" x .250" structural aluminum tube, interlocked with three (3) longitudinal 2.00" x 2.00" x .250" sections of structural aluminum tube, connecting the front most and rearmost crossmembers.

COMPARTMENT CONFIGURATION

The compartments shall be completely formed of .125" 5052-H32 aluminum alloy and shall have a tested floor area load of 300 pounds.

COMPARTMENT VENTS

Fouts Bros Fire Equipment

Single tank foam systems shall include flushing capabilities via a three-way flush valve. A switch provided integral to the three-way valve will indicate when the valve is in the "FLUSH" position. The "FLUSH" position will provide fresh water-flushing capabilities to prevent foam concentrate deterioration of the foam pump.

The SmartFOAM Controller will protect the foam pump from being run "dry" by showing a "low foam" warning when the low-level tank switch is activated and only allowing the foam pump to run for another sixty (60) seconds before turning off the foam pump and showing a "no foam" warning.

LED FOAM LEVEL GAUGE, CLASS A (PUMP PANEL)

One (1) Hale model # "ITLF-40G" tank level gauge for indicating foam level shall be installed on the pump operator's panel. The tank level gauge shall indicate the liquid level or volume on an easy to read LED display with a visual indicator at nine (9) precise levels, using one (1) color. The system shall include the ability to display "text messages" and have built-in diagnostic capabilities. Additional secondary displays (if requested) are to be easily integrated and will receive data from the same source as the Master Display.

The LED display shall be green in color.

== RESCUE BODY - FOUTS 4 - 7.000 02/14/22 ==

WATER TANK - POLYPROPYLENE

Tank capacity shall be 300 US gallons.

The Booster tank shall be constructed of Polypropylene, and properly baffled.

Baffles shall have openings at both the top and bottom to permit movement of air and water between spaces to allow maximum flow requirements. Baffles shall form an integral part of the tank, and design shall be to provide and maintain safe road stability regardless of water level.

The tank shall be constructed of Polyprene sheet stock. This material shall be non-corrosive, stress relieved thermoplastic, black in color and U.V. stabilized for maximum protection.

There shall be one (1) sump standard per tank. The sump shall be located at the front of the tank. The sump shall have a 4.00" FNPT threaded outlet on the bottom for a drain plug. This shall be used as a combination cleanout and drain.

FILL TOWER

Fill tower shall be installed on front corner of the tank in tank top, not to interfere with removability of the lid. It shall be of adequate size, minimum 8.00" X 8.00", to accommodate overflow and vents, to have a hinged cover and screen installed.

TANK OVERFLOW

Fouts Bros Fire Equipment

A permanent label shall be provided in all areas that intakes and discharges are capped. The label shall give instruction on how to properly remove the cap. The label shall also warn of potential dangers, injury or death that be caused by failing to follow proper cap removal procedures.
TRAINED OPERATOR ONLY LABEL - FAMA# 25]

A permanent label shall be provided on the pump panel that states that only properly trained personnel should operate the apparatus and shall indicate that injury or death could occur as a result.
PUMP PANEL ID PLATE

An identification plate shall be installed on the pump operator control panel to identify the fire pump serial number, model number, and performance.
COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards. Innovative Controls permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.
FOAM SYSTEM

The apparatus shall be equipped with a Hale 2.1A SmartFOAM system. The foam system shall be equipped with a Class1 UltraView SmartFOAM Controller and a foam induction pump.

The foam induction pump will be a Class1 2.1A piston style foam induction pump (12VDC) for use with Class A concentrates at a rated output of up to 2.1 gpm and a maximum operating pressure of 250 psi.

The SmartFOAM Controller will show the water flow per minute, foam percentage, total water flowed, and total foam flowed on the main screen without having to press any buttons. The SmartFOAM Controller will maintain a running total of the amount of water and foam used during the current power cycle.

The SmartFOAM Controller will allow push-button modification of the foam proportioning rate from 0.1% to 10.0% in 0.1% increments. The SmartFOAM Controller will always begin operation at the preset foam proportioning rate which is configured with a password protected set-up screen.

The foam concentrate pump discharge line shall be equipped with a bubble tight check valve, rated at 500 psi to prevent water flow into the concentrate pump from the apparatus fire pump. This valve shall be made from brass or 300 series stainless steel. This valve shall have a cracking pressure of 4-6 psi to prevent flowing concentrate through the pump due to head pressure from the concentrate reservoir.

In-line, field serviceable foam concentrate strainer(s) shall be installed in the foam concentrate suction line(s).

Fouts Bros Fire Equipment

The crosslays shall be equipped with a heavy duty 18 oz. vinyl cover with side flaps. The top portion will be fastened to the pump house with Velcro and the side flaps will be held in place with a hook and bungee system.

The vinyl cover shall be red in color.

PUMP PANEL LIGHT SHIELD, LH SIDE PANEL

One (1) LED strip light shall be installed under an instrument panel light hood on the left side pump panel.

PUMP PANEL LIGHT SHIELD, RH SIDE PANEL

One (1) LED strip light shall be installed under an instrument panel light hood on the right side pump panel.

PUMP COMPARTMENT LIGHT

One (1) 60.00" LED strip light shall be installed inside the pump compartment area. It shall be located at the front of the module. The light shall be switched with the pump panel lights.
A weather resistant switch, located on the pump operator's panel shall be provided to activate the lights.

LEFT SIDE RUNNING BOARD - TAPPERED

The left pump panel shall be equipped with a side running board. The running board shall be constructed of 0.125" embossed fire apparatus bright aluminum treadplate. It shall be the full width of the module and taper from front to rear to blend with the width of the cab and body. It shall be approximately 6.75" deep at the front of the module and 11.00" deep at the rear. The running board shall have an upward bend on the inside edge to act as a kick plate. The running board shall be attached to a frame mounted outrigger support structure.

RIGHT SIDE RUNNING BOARD - TAPPERED

The right pump panel shall be equipped with a side running board. The running board shall be constructed of 0.125" embossed fire apparatus bright aluminum treadplate. It shall be the full width of the module and taper from front to rear to blend with the width of the cab and body. It shall be approximately 6.75" deep at the front of the module and 11.00" deep at the rear. The running board shall have an upward bend on the inside edge to act as a kick plate. The running board shall be attached to a frame mounted outrigger support structure.

HOSE RESTRAINT LABEL - FAMA# 22

A permanent label shall be provided near any hose storage area. The label shall instruct the operator to insure that all hose is properly secured prior to placing the apparatus in motion and to provide warning of potential dangers, including injury or death, in failing to do so.

INTAKE/DISCHARGE CAP PRESSURE LABEL - FAMA# 18

Fouts Bros Fire Equipment

The pump operator's control panel shall be located on the driver side of the apparatus. The pump enclosure side panels shall be completely removable and designed for easy access and servicing.

HINGED GAUGE PANEL

A full width, horizontally hinged gauge access panel shall be located on the left hand side of the pump module above the main control panel. Two (2) push type latches shall be provided along with chain holders to prevent the front of the gauge panel from coming in contact with other panels when open.

VERTICALLY HINGED, SPLIT PUMP RIGHT HAND SIDE

The right hand side pump panel shall be split, vertically hinged, to provide complete access to the pump and plumbing on the right hand side of the pump enclosure. The panels shall be equipped with stainless steel hinges and secured with black powder coated Southco push type locks to hold the panels closed.

The drains located on the right hand panel shall be fastened to a lower drain panel, which shall be stationary.

PUMP PANEL MATERIAL

The pump module panels shall be fabricated from 14 gauge 304L stainless steel with a brushed finish.

CROSSLAY HOSEBED

The crosslays shall be arranged on top of the pump module with the #1 crosslay toward the front of the pump house and the #2 crosslay immediately behind the first.

They shall be arranged in a double stack design with a divider in the center. Each hose storage area shall be provided with dimensions of 7.65" wide x 66.00" deep x 16.00" tall [4.67 cu. ft. each].

The crosslay hose bed floor shall be slotted to allow the swivels to extend up through the floor, allowing the pre-connected hoses to be pulled off either side of the apparatus without kinking the hose at the coupling connection.

Each crosslay shall be designed to have a minimum total capacity of 3.5 cubic feet as required by NFPA -1901 to accommodate a minimum of 200 feet of 1.75" fire hose.
There shall be one (1) divider in the crosslay area. The divider shall be constructed from 0.188" thick abraded aluminum plate. There shall be a hand hole on each side of the divider to assist the firefighter.

VINYL CROSSLAY COVER

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One (1) Hale model # "ITL-40B" Tank Level Gauge for indicating water level shall be installed on the pump operator's panel. The tank level gauge shall indicate the liquid level or volume on an easy to read LED display with a visual indicator at nine (9) precise levels, using one (1) color. The system shall include the ability to display "text messages" and have built-in diagnostic capabilities. Additional secondary displays (if requested) are to be easily integrated and will receive data from the same source as the Master Display.

The LED display shall be blue in color.

PUMP, MODULE, AND RELATED ITEMS

ALUMINUM PUMP MODULE CONSTRUCTION

The pump module shall be constructed entirely of extrusions and aluminum plate. The framework shall be formed from beveled aluminum alloy extrusions The pump module design must allow normal frame deflection through isolation mounts without imposing stress on the pump module structure or side running boards. The pump module shall consist of a welded framework, properly braced to withstand chassis frame flexing. The pump module support shall be bolted to the frame rails of the chassis.

INDEPENDENT PUMP MODULE

The pump module shall be fabricated as individual unit independent from the body.

FRONT PUMP HOUSE ENCLOSURE

The front of the pump enclosure shall be enclosed with 0.125" aluminum tread plate.

PANEL FASTENERS

Stainless steel machine screws and lock washers shall be used to hold these panels in position. The panels shall be easily removable to provide complete access to the pump for major service.

PUMP SERVICE ACCESS - CROSSLAYS

The top third of the pump module (crosslay area) shall be crosslays shall be removable for access to the top of the pump module.

PUMP MODULE WIDTH

Pump Module to be 24.00" side (side to side).

PUMP PANEL - SIDE MOUNT

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One (1) 3.00" discharge with a 4.00" outlet and 3.00" manual valve shall be located on the right side rear panel.
The quarter turn valve shall be manually operated with a Class1 locking push pull control rod.
The outlet shall be equipped with an integral, stainless steel, straight flange terminating with 4.00" MNST threads.

ELBOW ADAPTER

One (1) Task Force Tips model # AH3ST-NP 30 degree elbow shall be provided and attached to the 4.00" discharge. The elbow shall be configured with a 5.00" swivel Storz coupling and a 4.00" female NST swivel rocker lug coupling.

STORZ CAP

One (1) TFT model #A01ST 5.00" Storz cap with lanyard shall be provided.
The discharge shall **NOT** be foam capable.

HOSE BED PRECONNECT - RH SIDE

One (1) 2.50" discharge shall be plumbed to the front of the hose bed, on the right hand side. Discharge will terminate with 2.50" NST thread.

The quarter turn valve shall be manually operated with a Class1 locking push pull control rod.
The discharge shall **NOT** be foam capable.

CROSSLAY PRE-CONNECT DISCHARGE #1

One (1) 1.75" crosslay pre-connect with a 2.00" Akron Brass valve shall be installed in the pump module above the pump. The crosslay shall be plumbed using 2.00" stainless steel pipe, and/or flexible piping. The crosslay discharge shall terminate below the hose bed floor with a 1.50" NSTM chicksan swivel adapter.
The quarter turn valve shall be manually operated with a Class1 locking push pull control rod.
The discharge shall be foam capable.

CROSSLAY PRE-CONNECT DISCHARGE #2

One (1) 1.75" crosslay pre-connect with a 2.00" Akron Brass valve shall be installed in the pump module above the pump. The crosslay shall be plumbed using 2.00" stainless steel pipe, and/or flexible piping. The crosslay discharge shall terminate below the hose bed floor with a 1.50" NSTM chicksan swivel adapter.
The quarter turn valve shall be manually operated with a Class1 locking push pull control rod.
The discharge shall be foam capable.

MASTER PUMP GAUGES

The master pump intake pressure and vacuum, and the main pump discharge pressure shall be indicated on the pressure governor display.

LED WATER LEVEL GAUGE (PUMP PANEL)

Fouts Bros Fire Equipment

- Throttle Ready Interlock Status
- Pump Engaged Interlock Status
- OKAY to Pump Interlock Status
- Operating Mode Status (RPM or Pressure)
- Target Pressure Indication (when in pressure mode)

LEFT SIDE AUXILIARY SUCTION

One (1) 2.50" intake shall be located on the left side panel. The valve shall come equipped with an inlet strainer and a 2.50" NST chrome inlet swivel.
The side auxiliary inlet will incorporate a quarter-turn ball valve with a swing-type manual control located adjacent the intake.
One (1) 2.50" chrome plated plug shall be provided. The plug shall be equipped with MNST threads, rocker lugs, and chain.

TANK TO PUMP LINE

One (1) 3.00" tank to pump line shall be provided for connection between the water tank and the fire pump. The valve shall be actuated with an air cylinder. The valve shall be controlled with a switch at the pump panel.

TANK FILL/ RECIRULATION LINE

One (1) 2.00" discharge shall be plumbed to the tank.
The quarter turn valve shall be manually operated with a Class 1 locking push pull control rod. It shall have a chrome plated zinc handle with a recessed area for 1.00" x 3.00" identification tag. The controls shall be locked in any position.

LEFT SIDE PANEL DISCHARGE

One (1) 2.50" discharge shall be located on the left side panel.
The quarter turn valve shall be manually operated with a Class1 locking push pull control rod.
The discharge shall be equipped with an integral, stainless steel, 30-degree elbow terminating with 2.50" MNST threads.
One (1) 2.50" chrome plated cap with self-venting lungs shall be provided. The cap shall be equipped with FNST threads, rocker lugs, and chain.
The discharge shall **NOT** be foam capable.

RIGHT SIDE FRONT PANEL DISCHARGE

One (1) 3.00" discharge shall be located on the right side front panel.
The quarter turn valve shall be manually operated with a Class1 locking push pull control rod.
The 3.00" outlet shall be equipped with an integral, stainless steel, 30-degree elbow terminating with 3.00" MNST threads.
One (1) 3.00" chrome plated cap with self-venting lungs shall be provided. The cap shall be equipped with FNST threads, rocker lugs, and chain.
The discharge shall **NOT** be foam capable.

RIGHT SIDE REAR PANEL DISCHARGE

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producing a minimum of 24 Hg vacuum at 2,000 feet (609.6m) above sea level. The electric motor shall be a 12 VDC totally enclosed unit. The priming pump shall not require lubrication. The priming pump shall operate by a push button switch mounted on the pump operator's panel. The switch controls an air cylinder on the PVG control valve, which shall be located behind the panel and manufactured of bronze construction.

PRIMER FUSE

The primer shall be protected with a 250 amp fusible link that is designed to protect the apparatus 12 volt electrical system if the primer motor malfunctions.

ANODES

The fire pump shall be equipped with replaceable alloy anodes. The pump shall have one (1) anode on each intake section and one (1) anode on the discharge section of the fire pump, for a total of three (3).

THERMAL RELIEF VALVE

A Hale Model TRV120 Thermal Relief Valve shall be provided on the pump. If water temperature in the pump exceeds 120 degrees Fahrenheit, the thermal relief valve shall automatically open and discharge pump water to the ground, through a 0.375" discharge line, routed below the pump module. The thermal relief valve shall automatically close when the water temperature is lowered.

PUMP COOLER VALVE

A pump cooler valve shall be installed in the instrument panel. The valve shall be a 0.25" multi-turn valve installed thru the instrument panel and labeled.

SENTRY GOVERNOR PRESSURE SYSTEM

The apparatus shall be equipped with the Class1 Sentry Pressure Governor System. The Sentry Pressure Governor System (SPGS) is a J1939 CAN based pressure governing system that consists of a Sentry display, Twister throttle, pressure transducers and associated wiring.

The Sentry display utilizes Class1's UltraView technology. It is a custom tooled and programmed, 4.30", full color LCD display with (8) buttons. The Sentry display provides the interface to the Engine Control Module (ECM) mounted on the engine.

The following parameters visible at all times:

- Pump Intake Pressure
- Pump Discharge Pressure
- Engine RPM
- Engine Oil Pressure
- Engine Coolant Temperature
- Transmission Temperature
- System Voltage

Fouts Bros Fire Equipment

PUMP CERTIFICATION

The fire pump shall be tested to meet the flow requirements of the pump. A written certification shall be provided with the completed vehicle.

PRESSURE RELIEF VALVE-NONE

Pressure controlled by electronic governor.

U.L. TEST POINTS

Two (2) U.L. test plugs shall be mounted on the pump panel for testing of the vacuum and pressures.

MASTER PUMP DRAIN

The pump shall be equipped with a Class 1 Master Pump drain to allow draining of the lower pump cavities, volute and selected water carrying lines and accessories. The drain shall have an all brass body with a stainless steel return spring.

VALVES

The valves shall be Akron Brass with stainless balls. The valves shall be bi-directional with full flow capability. The valves shall be of fixed pivot ball design with a flow pressure rating to meet NFPA-1901 standards. All 3.00" discharge valves shall be supplied with a true slow close mechanism per NFPA specifications.

INDIVIDUAL DRAINS

One (1) individual Class1 lift up drain valve shall be furnished for each 1.50" or larger discharge port and each 2.50" gated auxiliary suction.

DISCHARGE GAUGES

Individual Class 1 2.50" line gauges for each 2.00" or larger discharge shall be provided and mounted adjacent to the discharge valve control handle. The gauges shall indicate pressure from 0 to 400 PSI. The pressure gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. To prevent internal freezing and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature material and be sealed from the water system using an isolating Sub Z diaphragm located in the stem.

HALE MODEL ESP-PVG OIL LESS PRIMING SYSTEM

The priming pump shall be a positive displacement, oil-less rotary vane electric motor driven pump conforming to NFPA-1901 rated performance requirements. The pump body shall be manufactured of heat-treated anodized aluminum for wear and corrosion resistance. The pump shall be capable of

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instruction plate describing the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver's position per NFPA **16.10.1.3**.

The switch shall have three positions:

- Position 1 shall be road position.
- Position 2 shall be neutral position.
- Position 3 shall be pump position.

PIPING AND MANIFOLDS

All the plumbing and/or piping in the pump module shall be of 304 stainless steel or flexible piping for long life. All stainless steel castings shall be a minimum of schedule 40. All NPT pipe thread connections larger than 0.75" connections shall be avoided in the construction of the plumbing system. The following valves shall have groove connection: rear discharge, tank fill, all 2.00" and 2.50" pre-connect valves.

The flexible piping shall be black SBR synthetic rubber hose with 300 working pounds and 1200 pounds burst pressure for sizes 1.50 through 4.00". Sizes 0.75", 1.00" and 5.00" are rated at 250 pound working and 1000 pound burst pressure. All sizes are rated at 30 HG vacuum. Reinforcement consists of two plies of high tensile strength tire cord for all sizes sand helix wire installed in sizes 1 through 5.00" for maximum performance in tight bend applications. The material has a temperature rating of –40 degrees F to 210 degrees F. Full flow couplings are precision machined from high tensile strength stainless steel. All female couplings are brass. 0.75" and 1.00" male and Victaulic couplings are brass

SYNFLEX SUCTION, DISCHARGE, PRESSURE AND CONTROL LINES

Small lines within the pump enclosure shall be constructed from Synflex hose. Uses include, but are not limited to such lines as priming control, gauge lines, drain lines, air control valves, pump shift, supplemental cooling, foam flush and air bleeder valves.

PLUMBING SYSTEM

The plumbing system shall be left unpainted by the apparatus manufacturer.

HOSE THREADS- NST

All hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intake and discharges, unless otherwise specified.

CAPS AND ADAPTERS SAFETY TETHER

All applicable discharge and suction caps, plugs and adapters shall be equipped with chrome plated ball chain and secured to the vehicle.

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One (1) 6.00" chrome plated cap with long handles and NST threads shall be supplied. The cap shall be capable of withstanding 500 PSI and be trimmed with the apparatus manufacturer's logo in the center of the cap.

RIGHT SIDE MASTER INTAKE

One (1) 6.00" steamer intake with screen and male NST threads shall be provided on the right hand side of the pump module.

INLET CAP

One (1) 6.00" chrome plated cap with long handles and NST threads shall be supplied. The cap shall be capable of withstanding 500 PSI and be trimmed with the apparatus manufacturer's logo in the center of the cap.

DRIVELINE MODIFICATION

The chassis driveline shall be modified to accommodate any changes required by the installation of the fire pump.

AIR COMPRESSOR - PUMP SHIFT

Since the Ford Superduty chassis does not have an onboard chassis air system, an alternate air system will be provided. This system will include a 12-volt air compressor and a small capacity tank. The compressor and tank will be installed in a location that does not interfere with other equipment.

The compressor will maintain air system pressure. A pressure switch will sense when the system pressure drops and automatically start the compressor, (providing the battery switch is "on") which then will run until pressure is restored.

PUMP SHIFT CONTROLS

One (1) electric over air pump shift control panel shall be mounted in the center console. The following shall be provided on the panel: a three (3) position locking toggle switch; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. An instruction plate describing the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver's position per NFPA **16.10.1.3**.

The switch shall have three positions:

- Position 1 shall be road position.
- Position 2 shall be neutral position.
- Position 3 shall be pump position.

PUMP SHIFT CONTROLS

One (1) electric over air pump shift control panel shall be mounted in the center console. The following shall be provided on the panel: a three (3) position locking toggle switch; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. An

Fouts Bros Fire Equipment

All gears, both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut spur design shall be provided to eliminate all possible end thrust. (No exceptions.)

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

If the gearbox is equipped with a power shift, the shifting mechanism shall be a heat treated, hard anodized aluminum power cylinder, with stainless steel shaft. An in-cab control for rapid shift shall be provided that locks in road or pump.

MECHANICAL SEAL

The pump shall have a mechanical seal. One (1) only required on the suction (inboard) side of the pump. The mechanical seal shall be two (2) inches in diameter and shall be spring loaded, maintenance free and self-adjusting. Mechanical seal construction shall be a carbon sealing ring, stainless steel coil spring, Viton rubber cup, and a tungsten carbide seat with Teflon backup seal.

PUMP WARRANTY

The pump shall be covered by the Hale Pro-Tech 5-year pump warranty against workmanship and materials. Both parts and labor shall be covered for the first 2 years and years 3-5 shall have parts only coverage.

1500 GPM FIRE PUMP SPECIFICATIONS

The centrifugal type fire pump shall be a Hale model DSD midship mounted with a rated capacity of 1500 GPM. The pump shall meet NFPA 1901 requirements.

The pump shall be certified to meet the following deliveries:

1500 gpm (5678 L/M) @ 150 psi (10.3 bar)
1050 gpm (3974 L/M) @ 200 psi (13.8 bar)
750 gpm (2839 L/M) @ 250 psi (17.2 bar)

ALTITUDE REQUIREMENTS

The apparatus shall be designed to meet the specified rating at 0 to 2000' altitude.

LEFT SIDE INTAKE

One (1) 6.00" steamer intake with a screen and male NST threads shall be provided on the left hand side of the pump module.

INLET CAP

Fouts Bros Fire Equipment

The pump shall be of a size and design to mount on the chassis rails of commercial and custom truck chassis.

The entire pump shall be assembled and tested at the pump manufacturer's factory.

The pump shall be driven by a drive line from the truck transmission. The engine shall provide sufficient horsepower and RPM to enable pump to meet and exceed its rated performance.

The entire pump shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined by the latest NFPA Pamphlet No.1901. Pump shall be free from objectionable pulsation and vibration.

The pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI (2069 bar). All metal moving parts in contact with water shall be of high quality bronze or stainless steel. Pump utilizing castings made of lower tensile strength cast iron not acceptable.

Pump body shall be vertically split, on a single plane for easy removal of entire impeller assembly including clearance rings.

Pump shaft to be rigidly supported by two (2) bearings for minimum deflection. The bearings shall be heavy duty, deep groove ball bearings in the gearbox and they shall be splash lubricated.

The pump impeller shall be hard, fine grain bronze of the mixed flow design; accurately machines, hand ground and individually balanced. The vanes of the impeller intake eye shall be hand ground and polished to a sharp edge, and be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body.

The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

GEARBOX

Pump gearbox shall be of sufficient size to withstand up to 16,000 lbs. ft. of drive through torque of the engine system. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel and at least 2.75 inches in diameter, on both the input and output drive shafts. They shall withstand the full torque of the engine.

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One (1) Kussmaul "Super" Auto Eject model 091-55-20-120, automatic, 120 volt, 20 amp shoreline disconnect shall be provided for the on board, 120 volt battery charging systems.

AUTO-EJECT MATING PLUG

A Kussmaul model # 5-20P-H, 20 amp mating female cord end shall be shipped loose with the apparatus to allow the Fire Department to connect cord end to a Fire Department provided charging cord.

BATTERY CHARGER DISPLAY/ COVER

One (1) Kussmaul model 091-55-266-YW batter charger status center/ auto eject cover shall be supplied with the charger.

The cover shall be yellow in color.

SHORELINE RECEPTACLE LOCATION

The shoreline receptacle shall be located on the left hand side of the apparatus in a pre-determined location by the manufacturer.

AUXILIARY AIR COMPRESSOR

A Kussmaul 12V air compressor shall be supplied. The compressor system shall be designed to maintain the air pressure in the air system while not in use. A pressure switch shall sense air pressure drop and engage the compressor which shall run until the pressure is restored.

AUXILIARY AIR COMPRESSOR LOCATION

The auxiliary air compressor shall be located in a pre-determined location by the manufacturer.

BACK-UP ALARM

One (1) 97 DB back up alarm shall be provided and installed at the rear of the unit. It shall be wired to activate when the transmission is placed in reverse.

DUAL USB PORT

One (1) Kussmaul model # 091-219-5 shall be installed in the console. It shall contain two (2) 2.4 amp USB charging ports.

== PUMP AND PLUMBING - FOUTS 4 - 7.000 02/14/22 ==

PUMP, MODULE, AND RELATED ITEMS

NFPA 1901 COMPLIANT PUMP

The fire pump and related plumbing on the specified apparatus shall be installed in accordance with applicable NFPA 1901 guidelines at the time the contract was placed.

HALE DSD SIDE MOUNT PUMP

Fouts Bros Fire Equipment

NFPA 1901, 2016 edition, section 14.1.3.9 requires a seat belt warning system be provided. The seat belt warning device is intended to assist the driver or officer in determining whether all occupants are seated and belted before the vehicle is driven. Without this device, the driver must manually determine that all occupants are seated and belted before the apparatus is placed in motion.

The seat belt warning system is not available as required from the commercial chassis manufacturer, or not requested by the customer. Per Fire Department specification of a commercial chassis, there will be no seat belt warning system on the apparatus. The purchasing authority is consciously choosing to accept an apparatus without a tool that the NFPA Technical Committee on Fire Department Apparatus believes all fire departments should use to promote and enforce seat belt compliance. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

CENTER CONSOLE

A center console fabricated from 0.125" aluminum shall be furnished and shall be located between the driver and officer's seats.

The forward area of the console shall have a mounting surface for emergency lighting switch panels and/or electronic siren control boxes within reach of the driver or officer.

The rear portion of the console shall be provided with an open top storage area for notebooks or maps.

CUP HOLDERS

Two (2) cup holders shall be provided and installed in the console.

MASTER BODY DISCONNECT SWITCH

A master body disconnect on/off switch shall be provided in the cab, near the driver's door. The switch shall disconnect the power to the apparatus body when the ignition switch is in the off position.

One (1) reset breaker shall be installed between the solenoid output and any electrical load.
One (1) indicator light shall be provided to indicate the apparatus 12-volt system is on. The light shall be located in the chassis cab and be visible from the driver's positions. The light shall be green in color and labeled "Master Battery".

BATTERY CONDITIONER

A Kussmaul Chief 4012 Series battery conditioner shall be supplied. The battery conditioner shall provide a 40 amp output for the chassis batteries and a 20 amp output circuit for accessory loads.

BATTERY CHARGER LOCATION

The battery charger shall be located in a pre-determined location by the manufacturer.

120 VOLT SHORELINE CONNECTION - "SUPER" AUTO EJECT

Fouts Bros Fire Equipment

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

WHEEL COVERS

Each wheel shall have one (1) stainless steel wheel cover installed.

CHASSIS EXHAUST EXTENSION - RIGHT HAND SIDE

The chassis exhaust shall be modified and relocated to the right side of the apparatus, and will terminate behind of the rear wheel.

EXHAUST HEAT SHIELD

A heat shield shall be installed under the body in the areas where the exhaust system is routed.

HOT EXHAUST DANGERS LABEL - FAMA# 04

A permanent label shall be provided near any hot exhaust surface that warns of potential injury or death that could be caused by contact with the surface. The label shall also state precautions that should be taken while working on or around the surface.

CHASSIS PREPARATION

Prior to installation of the fire pump, apparatus body, or cab steps, all components which extend out beyond the chassis frame rails shall be removed and relocated to the area within the frame rails

CHASSIS TOW HOOKS

The front tow hooks shall be provided as detailed in the chassis specifications.

== ELEC CHASSIS MODS- FOUTS 4 - 7.000 02/14/22 ==

VEHICLE DATA RECORDER

NFPA 1901, 2016 edition, section 4.11.1 requires all apparatus be equipped with an on-board vehicle data recorder. The VDR is intended to be used by the fire department to monitor seat belt use as a tool for enforcing a seat belt policy that enhances the safety of apparatus occupants.

The vehicle data recorder is not available as required from the commercial chassis manufacturer. Per Fire Department specification of a commercial chassis, there will be no vehicle data recorder on the apparatus. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

SEAT BELT MONITORING SYSTEM

Fouts Bros Fire Equipment

The center portion of the 40/20/40 split bench seat shall be removed to accommodate the installation of the specified console.

SEATING CAPACITY

The seating capacity in the cab will be four (4).

REAR CREW AREA SEATS

The Ford factory seats shall be removed in the rear crew area. Two (2) VALOR SCBA style seats with ZICO EZ Lock brackets and seat riser shall be provided and installed.

The seats will be installed with one (1) in the passenger's side outboard position and one (1) in the driver's side outboard position. There will be no seat in the center position. Seats will utilize the existing shoulder safety belt system.

SCBA SEAT CRASH HAZARD - FAMA# 11

Safety sign FAMA # 11 sign shall be visible to the occupants of the SCBA seats in the cab. "SCBA Seat Crash Hazard. Only occupy SCBA seat with pack or seat insert in place. Sitting in an SCBA seat without an SCBA pack or seat insert may cause injury in the event of a crash."

SEAT BELT WEB LENGTH

NFPA 1901, 2016 edition, Section 14.1.3.1 and 14.1.3.2 requires effective seat belt web length for a Type 1 lap belt for pelvic restraint to be a minimum of 60.00", and a Type 2 pelvic and upper torso restraint-style seat belt assembly to be a minimum of 110.00".

Per specification of a commercial chassis, this apparatus may not have seat belts of the required length. These belts may not provide sufficient length for large firefighters in bunker gear. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

SEAT BELTS

NFPA 1901, 2016 edition, section 14.1.3.3 requires the seat belt webbing to be bright red or bright orange in color, and the buckle portion of the seat belt will be mounted on a rigid or semi-rigid stalk such that the buckle remains positioned in an accessible location.

The seat belt color is not available in red or orange from the commercial chassis manufacturer. Per specification of a commercial chassis, the seat belt color will be non-compliant. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

Fouts Bros Fire Equipment

FORD SUPERDUTY WARRANTY

Description	**Months/Distance**
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles

CHASSIS PAINT COLOR

The cab shall be painted two tone.

Color: Ford Race Red and color for roof and hood TBD

Paint Number: PQ
== CHASSIS MODS - FOUTS 4 - 7.000 02/14/22 ==
RUNNING BOARDS

One (1) set of running boards shall be mounted to each side of the chassis. The running boards shall exceed the NFPA requirements for stepping surface and slip resistance
GRILLE GUARD

A winch mount grille guard shall be provided and installed on the front of the chassis. The grille guard shall be constructed of 304 stainless steel and have a black powder coated finish. It shall be capable of mounting a winch with ratings up to 12,000 lbs.
FRONT MOUNTED WINCH

An electric winch with 12,000 pound (5,440 kg) rated line pull shall be installed in the brush guard. The winch shall be equipped with 3/8" diameter wire rope, clevis hook and a 4-way roller fairlead. The winch shall be operated through a pendant with a hand held control.
TOWING HITCH RECEIVER

A trailer towing hitch receiver with safety chain anchors shall be installed at the rear of the apparatus.

The hitch receiver shall be constructed of heavy steel tubing and reinforced to the apparatus framework. The hitch receiver shall have a Class V rating of 16,000 pounds towing and 1,600 pounds tongue weight when used with a weight distributing hitch assembly.

The receiver shall accept a 2.00" hitch.
One (1) 7-prong connector with a weatherproof cover shall be supplied and mounted near the rear receiver tube.
SEATING MODIFICATION

Fouts Bros Fire Equipment

- Tachometer
- Speedometer
- Turbo boost (diesel only)
- Oil pressure
- Coolant temperature
- Fuel gauge
- Transmission temperature gauge
- Indicator lights & Message Center/odometer, trip odometer, engine hour meter & warning messages.

POWER EQUIPMENT GROUP

- Accessory delay
- Manual-folding and manual telescoping power trailer-tow mirrors with heated glass.
- Heated convex spotter mirror
- Integrated clearance lamps/ turn signals
- Perimeter alarm
- Power first-row windows with one-touch up/ down
- Power second-row windows
- Power locks
- Remote keyless entry
- Upgraded door-trim panel
- Advanced Security Pack (includes SecuriLock Passive Anti-Theft System (PATS) and Inclination/ Intrusion Sensors)

CAB SEATING

The front seating shall consist of a heavy duty vinyl 40/20/40 split front bench seat w/center armrest, cup holder, storage and manual driver-side lumbar support

REAR CAB SEATING

The rear seating shall consist of a heavy duty vinyl 60/40 bench flip-up/fold-down rear seat.

XL VALUE PACKAGE

4.2" center stack screen
AM/FM stereo MP3 player w/ six speakers
Chrome front bumper
Cruise control
Ford SYNC

WHEELS

Six (6), 10-hole Disc, 19.50" x 6.00" RW Steel

TIRES

Six (6) 225/70Rx19.5G black side wall traction tires shall come supplied from ford with the chassis.

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- Dual Extra Heavy-Duty Alternators (Total 377-Amps)
- Operator Commanded Regeneration (OCR) Includes active regeneration inhibit.

MANUAL REGENERATION

A push button switch on the dash to initiate manual DPF regeneration.
Fuel Tank: 40 gallon aft-axle with auxiliary fuel tap, to provide fuel to an auxiliary truck body mounted diesel engine.

NFPA 1901, 2016 edition, section 12.3.4.7 requires a means for draining the tank without removing the tank.

REAR AXLE RATIO

The ratio of the rear axle shall be 4.88 limited slip.
Engine Block Heater

PTO PROVISION

Transmission Power Take-Off Provision

CAB TYPE

Conventional, engine forward, four (4) door crew cab

Construction: Welded steel

Accessories:
- Solar Tinted glass in all windows
- Dual sun visors
- Electric windshield washer
- Dome light
- Fresh air heater and defroster
- Dual electric horns
- Driver and passenger air bags
- Gray Vinyl Upholstery
- Roof Clearance Lights
- Black vinyl full floor covering
- 12V Auxiliary Power Point

Headlamps: dual beam jewel effect

Climate Controls: controls for heat, defroster, and air conditioning

Mirrors: black manually telescope fold-away in/out for view adjustment.

Instrumentation:

Fouts Bros Fire Equipment

One (1) new FORD F-550 rear axle drive 4x4, dual rear wheels (DRW), four (4) door crew cab and chassis with XL trim.

Wheelbase: 203.70"
Cab to Axle: 84.00"

PAYLOAD PLUS UPGRADE PACKAGE (68M)

- Increases GVWR from 18,000 lbs. to 19,500 lbs.
- Increases max RGAWR to 14,706
- Low Deflection/High Capacity Rear Springs
- Upgraded frame
- Upgraded rear-axle

ELECTRONIC SHIFT ON THE FLY (213

- Electronic Shift-On-the-Fly (ESOF)

SKID PLATE

Transfer Case Skid Plate Shield

POWERTRAIN (99T)

- 6.7L Power Stroke V8 Turbo Diesel Engine, OHV (32-valve)
- Horsepower: 330 HP @ 2600 RPM
- Rated Torque: 825 lb.-ft. @ 2,000 rpm
- Stationary Elevated Idle Control, SEIC

Exhaust System: horizontally mounted, discharge on right side aft of wheels

TRANSMISSION

TorqShift 10-speed automatic with selectable drive modes.

FIRE/ RESCUE PREP PKG w/EPA SPECIAL EMISSIONS (LPO)

Includes 7,000 lbs. max front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. Ford urges Fire/Rescue Vehicle manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements). NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module. NOTE 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation. NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%. NOTE 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register. NOTE 5: California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.
Includes:

Fouts Bros Fire Equipment

- Air conditioning lubrication
- Power steering fluid
- Cab tilt mechanism fluid (if applicable)
- Transfer case fluid
- Equipment rack fluid (if applicable)
- Air compressor system lubricant
- Generator system lubricant (if applicable)

Chassis Data:

- Chassis Manufacturer
- Production Number
- Year Built
- Month Manufactured
- Vehicle Identification Number

Location shall be in the driver's compartment of the chassis cab.

OVERALL HEIGHT, LENGTH, GVW DATA PLAQUE

A "high visibility" plate shall be permanently mounted in the cab, visible to driver when seated.

The plate shall show the overall height of the completed apparatus in feet and inches, the overall length of the completed apparatus in feet and inches.

The plate shall also show the gross vehicle weight rating (GVWR) in tons.

Text shall also be supplied on the plate, indicating that the information shown is current upon completion of the apparatus. If the overall height of the apparatus changes after the apparatus is put into service, then the purchaser must revise the dimensions on the plate.

"NO RIDE" LABEL

A label shall be located on the vehicle at the rear step areas, and at any cross walkways, if they exist. The label(s) shall warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.

== CHASSIS, COMMERCIAL - FORD - 7.000 02/14/22 ==

COMMERCIAL CHASSIS

COMMERCIAL CHASSIS SPECIFICATION

CHASSIS PROVIDER

The chassis, as detailed in these specifications, shall be ordered and supplied by the apparatus manufacturer.

CHASSIS

Fouts Bros Fire Equipment

ROAD TEST FAILURE

In the event the apparatus fails to meet the test requirements of these specifications on the first trials, second trials may be made at the option of the manufacturer within thirty (30) days of the first trials. Such trials shall be final and conclusive and failure to comply with changes, as the purchaser may consider necessary to conform to any clause of the specifications within thirty (30) days after notice is given to the manufacturer of such changes, shall be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the purchaser, or its use by the purchaser during the above-specified period with permission of the manufacturer, shall not constitute acceptance.

SEATED AND BELTED WARNING LABEL - FAMA# 07

A permanent label shall be provided that is visible to all occupants that states that they should be seated and belted while the apparatus is in motion. The label shall also state potential injuries or death that could be caused if the safety belts are not used properly.

CAB INTERIOR EQUIPMENT MOUNTING DANGER LABEL - FAMA# 10

A permanent label shall be provided inside of the cab warning of the dangers of unsecured equipment inside the cab. The label shall state that all equipment shall be properly secured and also warn of potential injury or death that could be caused by failing to do so.

DO NOT WEAR HELMET LABEL - FAMA# 15

A permanent label shall be provided inside of the cab in view of all seated positions stating that helmets should not be worn in cab. The label shall also warn of potential injury or death that could be caused by wearing helmet in cab.

VEHICLE BACKING LABEL - FAMA17

A permanent label shall be provided inside of the cab in view of the driver advising of proper procedures to following when the apparatus is in reverse motion. The label shall also warn of potential injury or death that be caused by failing to follow proper procedures.

CHASSIS DATA LABELS

The following information shall be on labels affixed to the vehicle:

Fluid Data:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Pump transmission lubrication fluid
- Pump primer fluid (if applicable)
- Drive axle(s) lubrication fluid
- Air conditioning refrigerant

Fouts Bros Fire Equipment

The pump module shall be 24.00" wide.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

== NFPA 1901 REQUIREMENTS -INITIAL ATTACK - 7.000 02/14/22 ==

NFPA 1901, 2016 STANDARDS

This apparatus specification includes a commercial chassis that has not been certified to meet the requirements of NFPA 1901, 2016 edition by the chassis manufacturer. Although this chassis may comply with certain aspects of the standard, the apparatus manufacturer has not received certification from this chassis manufacturer that all criteria have been met. The body as built by the manufacturer must comply with the NFPA standards effective January of 2016.

ROAD TEST CERTIFICATION

A road test shall be conducted with the finished apparatus fully loaded. During this time, the apparatus shall not show loss of power and/or overheating. The transmission driveshaft or shafts and rear axle shall run free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall have not less than 25% or more than 45% of the weight on the front axle and not less than 55% or more than 75% on the rear axle.

A). The apparatus must be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.

B). The apparatus must be capable of accelerating from a steady speed of 15 mph to a true speed of 35 mph within 30 seconds. This shall be accomplished without moving the gear selector.

C). The fully loaded apparatus shall be capable of obtaining a speed of 50 to 55 mph on a level concrete highway.

D). The manufacturer shall furnish copies of the engine installation approvals signed by the appropriate engine company upon delivery of the chassis to the Fire Department.

E). The manufacturer shall furnish copies of the transmission approval signed by the transmission manufacturer upon delivery of the chassis to the Fire Department.

F). The manufacturer shall furnish copies of the front and rear axle approvals upon delivery of the apparatus to the Fire Department.

Fouts Bros Fire Equipment

A). Accessibility to various components that require periodic maintenance or lubrication checks.

B). Ease of vehicle and pump operation.

C). Features beneficial to the intended operation of the apparatus.

Construction of the complete apparatus shall be designed to carry the loads intended to meet the road and terrain conditions and speed requirements desired when specified by the purchaser.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of any major component part for service and/or repair.

PAYMENT TERMS

Full payment for the apparatus shall be made at time of delivery of the completed vehicle. Due to insurance liability, the apparatus will not be left at the purchaser's location without full acceptance and payment or prior agreement between the Purchaser and Bidder.

Final delivery price shall not include any Local, State or Federal taxes. The manufacturer shall not be liable for any State or Federal mandated tax or program after sale or delivery of the apparatus.

VEHICLE ACCEPTANCE AND DELIVERY

The customer shall pickup the vehicle at the manufacturing facility and shall supply evidence of sufficient insurance coverage to transport the vehicle.

FUEL TANK FILLED AT DELIVERY

The fuel tank and DEF tank (if applicable) shall be filled upon final delivery at the factory.

== DIMENSIONS - FOUTS 4 - 7.000 02/14/22 ==

APPARATUS DIMENSIONS

These are standard truck dimensions. Changes in configuration or additional options may affect these dimensions. The contract specification shall contain the exact dimensions.

OVERALL HEIGHT

The overall height shall be less than 96.00".

OVERALL LENGTH

The overall length shall be no longer than 26.00'.

OVERALL WIDTH

The overall width of the body shall be 96.00" wide; chassis mirrors will extend out past this width.

PUMP HOUSE DIMENSIONS

Fouts Bros Fire Equipment

SCOPE AND GENERAL REQUIREMENTS

It is the intent of the manufacturer to provide a new fire apparatus that will withstand the continuous use encountered in the emergency fire fighting service. The apparatus shall be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained.

All parts not specifically mentioned herein, but which are necessary in order to furnish a complete fire apparatus, shall be furnished and shall conform to the best practices known to the fire apparatus industry.

The unit is to be of current year manufacture, and is to be new and unused. The bid price shall not include any local, State, or Federal taxes. The Bidder shall not be liable for any State or Federally mandated tax or program after the sale of this apparatus.

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

FAMA COMPLIANCE

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA) and must provide certificate of membership.

FAIR, ETHICAL AND LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition the apparatus manufacturer shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

PROPRIETARY PARTS

It is the intention of the purchaser for all bidders to furnish the apparatus with major parts commonly used by the heavy-duty truck manufacturers and open market vendors whereas replacement parts are more readily available and at reduced cost. The use of proprietary parts may not be acceptable to the purchaser.

MANUFACTURER'S DISCRETION

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.

PRODUCT QUALITY AND WORKMANSHIP

The components provided and workmanship performed shall be of the highest quality available for this application. Special consideration shall be given to the following areas:

Fouts Bros Fire Equipment

FOUTS BROS

FOUTS 4

INITIAL ATTACK

OFFERED BY
South Florida Emergency Vehicles
4655 Cummins Court
Fort Myers FL 33905
239-267-5300

Fouts Bros Fire Equipment

Each body side compartment shall be properly vented in a manner that will minimize the possibility of moisture and road dirt entering the compartment. Venting shall be to atmosphere for front and rear side compartments. The center wheel well compartments shall be vented to the front and rear compartments.

ADJUSTABLE SHELVING TRACKS

All side body compartments be furnished with Adjustable shelving track installed. The shelving track shall include a minimum of four (4) aluminum Uni-strut style channel tracks, mounted vertically on compartment side walls or vertical partitions. There shall be one (1) formed aluminum shelf angle bracket per shelving track to mount each shelf, tray, or adjustable storage module. Shelving hardware shall be heavy-duty commercial quality, providing unlimited vertical position adjustments.

ADJUSTABLE TRAYS

Adjustable trays shall be installed as directed by the Purchaser. Trays shall be made of 0.125" smooth aluminum with a 2.00" high perimeter retaining lip with welded corners. Trays shall have a rated capacity of 300-lbs. and shall be supported by a minimum of two (2) heavy-duty shelf brackets. Trays shall have a maintenance free mill finish.

BODY SIDE RUB RAILS

Replaceable extruded aluminum channel rub rails, 2.00" high x 1.00" deep x 0.125" wall, shall be provided below the lower side compartments. Each rub rail shall have a black rubber bumper strip and mounting stand-off spacers. All rub rail ends shall be angle cut, back toward the body to eliminate the possibility of snagging crew clothing or equipment.

FENDER PANELS

A single piece wheel well panel made of .125" aluminum shall be installed with no sharp edges to cut or damage cleaning equipment used in the wheel well area. The wheel well design shall provide for maximum wheel jounce and for use of tire chains without contacting the fender panel.

REAR WHEEL WELL LINERS

The rear wheel wells shall be equipped with replaceable circular liners to prevent road debris damage to adjacent side compartments. The liners shall be made from a single circular panel of .090" smooth aluminum and shall be the full depth of the side compartments. They shall be bolted in place and shall feature end flange bottom drains.

REAR FENDERETTES

Fouts Bros Fire Equipment

A roll-formed, polished stainless steel fenderette shall be installed around the outboard edge of the rear wheel well openings to protect the body sides from road debris. They shall be bolted to the body and shall be replaceable.

BODY FRONT WALL OVERLAY

There shall be .125" polished aluminum tread brite provided for the entire front of the body to protect the paint from road debris and paint chipping.

TOP PROTECTION

There shall be .125" aluminum tread brite overlay provided for entire top of the body.

COMPARTMENT TOP WARNING LABEL - FAMA# 26

A permanent label shall be provided on the front and rear of the compartment tops on both sides warning that the area is not designed, constructed or intended to be a stepping, standing or walking surface. The label shall state that the surface is not intended for this purpose and indicate potential injury or death in doing so.

REAR MUD FLAPS

A pair of black rubber mud flaps, with the Manufacturer's logo, shall be provided and installed behind the rear wheels.

REAR PLATFORM STEP

A modular bolt-on rear platform step made of .188" embossed aluminum tread brite shall be installed on the rear of the apparatus to provide a full width step area with sufficient support to prevent deflection when in use by several crew members. The outside edges of the rear platform shall be flush with the side body rub rails to maintain a uniform appearance. The step shall protrude 10.00" back from the rear of the body and shall be spaced away from the body to allow water run-off.

ROLL-UP DOORS

All lower compartment doors shall be equipped with AMDOR brand roll-up doors. The slats shall be 1.00" double wall aluminum with continuous ball and socket hinge joints designed to prevent water ingression and weather tight recessed dual durometer seals.

The interior door curtains shall be smooth to prevent equipment hang-ups. The door tracks and side frames shall each be one-piece aluminum. Each side seal shall be recessed, and non-marring with UV stabilizers to prevent warping.

Fouts Bros Fire Equipment

The bottom panel flange shall have cut-outs for ease of access with gloved hands. The door strikers shall provide support beneath the lift bar to prevent door curtain bounce and potential false door ajar indications.

LEFT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, L1

There shall be a full height compartment located ahead of the rear wheels on the left side of the apparatus body.

- Dimensions: 29.50" wide x 59.00" high x 22.0" deep.
- Door Opening: 24.626" wide x 45.938" high.
- Useable Depth: 19.6875".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 41.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) full depth adjustable shelf/ shelves located in the compartment.

LEFT SIDE ABOVE WHEEL COMPARTMENT, L2

There shall be a standard height compartment located above the rear wheels on the left side of the apparatus body.

- Dimensions: 47.00" wide x 38.00" high x 22.00" deep.
- Door Opening: 44.876" wide x 24.938" high.
- Useable Depth: 19.6875".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 21.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) full depth adjustable shelf/ shelves located in the compartment.

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LEFT SIDE COMPARTMENT BEHIND REAR WHEELS, L3

There shall be a standard height compartment located above the rear wheels on the left side of the apparatus body.

- Dimensions: 29.00" wide x 59.00" high x 22.00" deep.
- Door Opening: 23.50" wide x 53.00" high.
- Useable Depth: 19.6875".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 41.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) full depth adjustable shelf/ shelves located in the compartment.

RIGHT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, R1

There shall be a full height compartment located ahead of the rear wheels on the right side of the apparatus body.

- Dimensions: 29.50" wide x 59.00" high x 22.0" deep.
- Door Opening: 24.626" wide x 45.938" high.
- Useable Depth: 19.6875".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 41.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) full depth adjustable shelf/ shelves located in the compartment.

RIGHT SIDE ABOVE WHEEL COMPARTMENT, R2

Fouts Bros Fire Equipment

There shall be a standard height compartment located above the rear wheels on the right side of the apparatus body.

- Dimensions: 47.00" wide x 38.00" high x 22.00" deep.
- Door Opening: 44.876" wide x 24.938" high.
- Useable Depth: 19.6875".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 21.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) full depth adjustable shelf/ shelves located in the compartment.

RIGHT SIDE COMPARTMENT BEHIND REAR WHEELS, R3

There shall be a standard height compartment located above the rear wheels on the right side of the apparatus body.

- Dimensions: 29.00" wide x 59.00" high x 22.00" deep.
- Door Opening: 21.626" wide x 45.938" high.
- Useable Width: 26.50".
- Useable Depth: 19.6875".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 41.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) full depth adjustable shelf/ shelves located in the compartment.

REAR BODY CONFIGURATION

The rear of the apparatus body shall have a flat back design, with one compartment.

REAR CENTER COMPARTMENT, CR1

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There shall be a compartment located at the rear of the apparatus body.

- Dimensions: 50.00" wide x 28.00" high x 28.00" deep.
- Door Opening: 47.876" wide x 18.125" high.
- Useable Depth: 27.75".

The compartment shall have an Amdor roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) 13.00" Luma Bar LED strip light shall be installed inside the compartment.
The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

HOSE BED CONSTRUCTION

The body shall have a bolt together removable hose bed in the upper center section of the body. The floor of the hose bed shall be constructed using 6.00" wide aluminum hose bed slats. Two (2) cross car Unistrut style channels shall be incorporated in the design for divider mounting.

HOSE BED CROSS DIVIDER

The forward 22.00" section of the hose bed shall have a bolt in cross car divider creating a dunnage are for the water and foam tank fill tower(s). The floor of the dunnage area shall be formed aluminum sheet.

HOSE BED DIMENSIONS

The usable hose bed dimensions shall be 49.75" wide x 85.00" long x 15.00" tall.

HOSE BED STORAGE CAPACITY

The hose bed shall be designed to have a storage capacity for a minimum of 34.00 cubic feet of fire hose.

HOSE BED DIVIDER(S)

One (1) fully adjustable hose bed divider panel(s) made of .188" smooth aluminum plate shall be installed lengthwise, in the hose bed. Each shall have a natural mill finish and shall be supported along the full-bottom length with a single-piece aluminum foot extrusion.

There shall be a hand grip cut-out on the trailing edge of each hose bed divider. The cut-out shall be properly dressed to remove sharp edges and specifically sized for use with a gloved hand in adjusting the position of the hose bed divider.

HOSE BED COVER WITH VELCRO FASTENERS

A heavy duty vinyl coated nylon hose bed cover shall be provided to protect the hose load from the weather. The cover shall extend from the front of the hose bed to the rear and then extend downward to cover the exposed rear of the bed and from the left side to the right side of the hose bed.

Fouts Bros Fire Equipment

The cover shall be secured to the apparatus using velcro on the sides and lift dots on front. The rear of the cover shall be secured to the apparatus using positive mechanical latches.

The hose bed cover shall be Red in color.

HARD SUCTION TRAYS - LEFT SIDE

Two (2) aluminum hard suction trays shall be installed on the top of the compartment on the left hand side of the apparatus.

The suction hose shall be held in place with straps attached to the tray with footman loops.
The suction storage shall have capacity for two (2) 8' sections of hard suction hose.

EXTERIOR LADDER MOUNTING

Exterior ladder mountings shall be provided for the specified ladders over the right side compartments of the apparatus body.

The ladder storage shall have capacity for one (1) aluminum 12 ft. two-section extension ladder.

SCBA BOTTLE COMPARTMENTS

Three (3) SCBA bottle compartments shall be installed in the wheel well area of the body. One (1) shall be installed on the left hand side, and two (2) on the right hand side. Each shall have a Cast Products door assembly. Each compartment shall allow the storage of an SCBA cylinder up to 7.50" in diameter x 22" deep.

FUEL PIPING, CAP, & GUARD

There shall be a fuel filler tub & cap with a Cast Products aluminum door provided to the left side rear wheel. It shall be clearly marked, "ULTRA LOW SULFUR DIESEL FUEL ONLY".

DEISEL EXHAUST FLUID FILL

The diesel exhaust fluid fill shall be located in between the body and the chassis on the left hand side. It shall be labeled “Diesel Exhaust Fluid Only”.

FOLDING STEPS - LH SIDE REAR OF BODY

Two (2) Innovative Controls model 3004234 folding steps shall be provided on the left hand side rear of the body. Each step shall have two (2) cast-in handles, that are large enough for use while wearing gloves. The step(s) shall exceed the NFPA requirements for stepping surface and slip resistance. There shall be a barrier material installed between the body surface and the steps.

STEP LIGHTS

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There shall be one (1) LED light incorporated into the folding step assembly above the stepping surface.
The light(s) shall be wired to activate with the parking brake.

EXTERIOR GRAB RAILS

Each grab rail shall be non-slip, 1.25" diameter extruded polished aluminum grab rails with rubber inserts designed to provide maximum gripping ability, strength, and durability. The rails shall comply with NFPA 1901-2009.

GRAB RAILS, REAR STEP, VERTICAL

Two (2) extruded aluminum non-slip grab rails, approximately 18.00" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.
== 12V ELECTRICAL SYSTEM - FOUTS 4 - 7.000 02/14/22 ==

12 VOLT ELECTRICAL SYSTEM

The truck shall have a 12-Volt electrical system.

All wiring will be run in convoluted high temperature plastic loom. Wiring shall be color and function coded and will be of adequate size to handle the assigned load. All solenoids, relays, and terminal blocks will be located in an easily accessible area.

All circuits provided shall have properly rated low voltage over current protective devices.

All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All under side terminal junctions shall be fully enclosed in sealed plastic weather proof boxes.

Electromagnetic interference suppression shall be provided as required to satisfy the radiation limits specified in SAE J551/1.

NFPA 1901 CERTIFIED 12 VOLT ELECTRICAL SYSTEM

The 12-volt apparatus body electrical system shall be provided and shall be in compliance with NFPA 1901 testing and certification procedures as follows:

NFPA MINIMUM ELECTRICAL LOAD DEFINITION

Fouts Bros Fire Equipment

The NFPA 1901 defined minimum electrical load shall consist of the total amperage required to simultaneously operate the following in a stationary mode:

1. Propulsion engine and transmission.
2. The clearance and marker lights.
3. Communication equipment. 5 amp default.
4. Illumination of all walking surfaces, the ground at all egress points, control and instrumentation panels and 50% of total compartment lighting.
5. Minimum warning lights required for "blocking right of way" mode.
6. The current to simultaneously operate and fire pump and all specified electrical devices.
7. Anything defined by the purchaser, in the advertised specifications, to be critical to the mission of the apparatus.

RESERVE CAPACITY TEST

The first electrical test to be performed will be the Reserve Capacity Test. All items listed in NFPA Minimum Load Definition shall be activated with the engine shut off. After 10 minutes of operation, the items 1-7 shall be deactivated. After deactivation, the battery system shall have ample reserve to start the engine.

ALTERNATOR PERFORMANCE TEST AT IDLE

The second electrical test to be performed shall be Alternator Performance Test at Full Load. All electrical loads shall be activated with the engine running up to the governed rpm for two hours. During the test, the system voltage shall not drop below 11.7 volts or have excessive battery discharge for more than 120 seconds. Any loads not defined in the NFPA Minimum Electrical Load may be load managed to pass test.

TEST CONDITIONS

All electrical testing shall be performed with the engine compartment at approximately 200 degrees.

UNDERBODY/CAB GROUND LIGHTS

LED ground illumination lights, with outward facing angle brackets shall be provided and installed in the following locations:

CHASSIS GROUND LIGHTS

Fouts Bros Fire Equipment

Four (4) LED ground lights with outward facing angle brackets shall be installed, one (1) under each chassis door.

FRONT OF BODY GROUND LIGHTS

Two (2) LED ground lights with outward facing angle brackets shall be installed under the front of the body. One (1) light shall be located on the driver side and one (1) light shall be located on the officer side of the apparatus.

REAR STEP GROUND LIGHTS

Two (2) LED ground lights with outward facing angle brackets shall be installed under the rear step of the apparatus, one (1) each side.

GROUND LIGHT SWITCHING

The cab and body ground lights shall activate by engaging the parking brake.

HAZARD LIGHT

One (1) flashing red LED light, located in the driving compartment, the light shall be illuminated automatically whenever any compartment door is ajar.

The hazard light shall be marked with a sign that reads “Do Not Move Apparatus When Light is On”.

The warning light shall be interlocked to the parking brake and shall only alert the driver when the parking brake is released. The light shall also be used to signal that other ancillary equipment such as racks light towers etc. are not in their “ready for transport” position.

REAR DIRECTIONALS

Rear directional lighting shall be supplied as follows:
Two (2) Whelen model M62BTT LED brake/tail lights shall be installed on the rear of the body. Each light shall have a red lens.
Two (2) Whelen model M62T Amber LED turn signal lights shall be installed on the rear of the body. Each light shall have a color lens.
Two (2) Whelen model M62BU LED reverse lights shall be installed on the rear of the body.

HOUSINGS FOR DIRECTIONALS

The two (2) sets of Whelen rear signal lights shall each be housed in a vertical chrome plated housing, designed to hold four (4) lights each. The fourth opening shall be for the lower rear warning lights. The lights shall be mounted in order, from top to bottom, as described above.

DOT MARKER LIGHTS AND REFLECTORS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements. All marker lights shall be incorporated into the headlight circuit of the cab/chassis.
The side body panels shall be furnished with marker lights installed as follows:

Fouts Bros Fire Equipment

- Four (4) 0.75" amber LED marker lights, one (1) on each side at front top corner of body.
- Four (4) 0.75" red LED marker lights, one (1) on each side at rear top corner of body.

The rear body panel, centered above the bumper, shall be furnished with marker lights installed as follows:

- Three (3) 0.75" red LED marker lights, as close as practical to the vertical centerline. Centers spaced not less than 6.00" or more than 12.00" apart.

Four (4) red reflectors shall be provided on the apparatus rear, one (1) each side and two (2) on the rear.

LICENSE PLATE LIGHT

A license plate bracket with LED light shall be provided and installed on the rear of the body. It shall be wired to come on with the headlights.

TRAFFIC ADVISER WARNING LIGHT

One (1) Whelen LED "Traffic Advisor", model TAL85 48.00", rear directional light shall be installed. The light shall be equipped with eight (8) lamps. The traffic advisor shall be activated by the Whelen TACTL5 control head. The control head shall be conveniently located near the driver's position.

The traffic advisor shall be surface mounted at the rear of the apparatus body. It shall be located as close to the centerline of the body as possible.

SIDE FACING UPPER FRONT BODY SCENE LIGHTS

One (1) pair of Whelen M6 Series LED scene lights shall be installed, one (1) each side of the upper front portion of the apparatus body.
The driver side scene light shall be a Whelen model M6ZC.
The officer side scene light shall be a Whelen model M6ZC.
Each light shall be mounted with a Whelen Model M6FC chrome flange.

SIDE FACING UPPER REAR BODY SCENE LIGHTS

One (1) pair of Whelen M6 Series LED scene lights shall be installed, one (1) each side of the upper rear portion of the apparatus body.
The driver side scene light shall be a Whelen model M6ZC.
The officer side scene light shall be a Whelen model M6ZC.
Each light shall be mounted with a Whelen Model M6FC chrome flange.

UPPER REAR BODY SCENE LIGHTS

One (1) pair of Whelen M6 Series LED scene lights shall be installed, one (1) each side of the upper rear portion of the apparatus body.
The driver side scene light shall be a Whelen model M6ZC.

Fouts Bros Fire Equipment

The officer side scene light shall be a Whelen model M6ZC.
Each light shall be mounted with a Whelen Model M6FC chrome flange.

SCENE LIGHT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the left side scene light(s). The switch shall be labeled "LEFT SCENE".

SCENE LIGHT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the rear scene light(s). The switch shall be labeled "REAR SCENE".

SCENE LIGHT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the right side scene light(s). The switch shall be labeled "RIGHT SCENE".

DUAL FUNCTION SCENE LIGHT(S)

The rear scene lights shall activate automatically upon placing the transmission into reverse.

REAR VISION SYSTEM

One (1) complete backup camera system shall be provided. There shall be (1) camera located at the rear of the apparatus as close to the centerline as possible. The camera shall be capable of viewing the entire area not visible in the side view mirrors. The camera shall have a 7.00" color display mounted in view of the driver. The system shall include audio transmission from the camera.

The rear vision camera shall be wired to automatically activate when the chassis transmission is placed in reverse.
The monitor for the rear vision system shall be mounted in place of the rear view mirror.

NFPA AUDIBLE AND LIGHTING WARNING PACKAGE

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901/ 1906. The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

WARNING LIGHT FLASH PATTERN

All of the perimeter warning lights shall be set to the default NFPA flash pattern as provided by the warning light manufacturer.

LIGHTBAR

One (1) Federal Light bar 53" Vision SI.R

LIGHT BAR SWITCHING

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One (1) momenatry rocker switch with indicator shall be installed on the switch panel in the cab to control the light bar. The switch shall be labeled "LIGHT BAR". The switch shall only be active when the master warning switch is engaged.

SIDE FACING UPPER FRONT BODY WARNING LIGHTS

One (1) pair of Whelen model M6 series LED warning lights shall be installed, one (1) each side of the upper front portion of the apparatus body.
The driver side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
The officer side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
Each light shall be mounted with a Whelen Model M6FC chrome flange.

SIDE FACING UPPER REAR BODY WARNING LIGHTS

One (1) pair of Whelen model M6 series LED warning lights shall be installed, one (1) each side of the upper rear portion of the apparatus body.
The driver side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
The officer side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
Each light shall be mounted with a Whelen Model M6FC chrome flange.

UPPER REAR BODY WARNING LIGHTS

One (1) pair of Whelen model M6 series LED warning lights shall be installed, one (1) each side of the upper rear of the apparatus body.
The driver side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
The officer side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
Each light shall be mounted with a Whelen Model M6FC chrome flange.

UPPER WARNING LIGHT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the upper warning lights. The switch shall be labeled "UPPER WARNING". The switch shall only be active when the master warning switch is engaged.

LOWER FRONT WARNING LIGHTS

One (1) pair of Whelen model M4 Series LED warning lights shall be installed, one (1) each side one the front of the chassis cab.
The driver side warning light shall be a Whelen Model M4RC red LED with clear lens.
The officer side warning light shall be a Whelen Model M4RC red LED with clear lens.
Each light shall be mounted with a Whelen Model M4FC chrome flange.

LOWER INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model M4 LED warning lights shall be installed, one (1) each side of the chassis cab.
The driver side warning light shall be a Whelen Model M4RC red LED with clear lens.
The officer side warning light shall be a Whelen Model M4RC red LED with clear lens.
Each light shall be mounted with a Whelen Model M4FC chrome flange.

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LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model M7 Series LED warning lights shall be installed, one (1) each side of the apparatus, mid-body.
The driver side warning light shall be a Whelen Model M7RC red Super-LED with clear lens.
The officer side warning light shall be a Whelen Model M7RC red Super-LED with clear lens.
Each light shall be mounted with a Whelen Model M7FC chrome flange.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model M6 Series LED warning lights shall be installed, one (1) each side of the lower rear of the apparatus body.
The driver side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
The officer side warning light shall be a Whelen Model M6RC red Super-LED with clear lens.
The warning lights on the rear of the body shall be mounted in lower section of each tail light casting.

LOWER WARNING LIGHT SWITCHING

One (1) momentary rocker switch with indicator shall be installed on the switch panel in the cab to control the lower warning lights. The switch shall be labeled "LOWER WARNING". The switch shall only be active when the master warning switch is engaged.

ELECTRIC SIREN AND CONTROL

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard wired PA microphone.

ELECTRONIC SIREN SPEAKER

One (1) Whelen model SA315P 100 watt speaker shall be provided. The speaker shall produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1901/1906 requirements.

The speaker shall be located on the right hand side of the bumper.

SIREN NOISE WARNING LABEL - FAMA# 42

A permanent label shall be provided inside the driver's door warning of potential injury that could be received from the noise of the siren. The label shall also state safety precautions that should be taken when the siren is in use.

== PAINT/ PREP/ STRIPE - FOUTS 4 - 7.000 02/14/22 ==

PAINT PROCESS

The body shall be totally removed from the chassis during the painting process to insure the entire unit is covered.

The body and all parts shall be thoroughly washed with a grease cutting solvent PPG436 prior to any sanding. After the body has been sanded, it shall be washed again with PPG436 to remove any contaminants on the surface.

Fouts Bros Fire Equipment

CHASSIS PAINT

The chassis shall be painted by the OEM Chassis Manufacturer.

PAINT FINISH

The body shall be painted with a PPG Delfleet Evolution Paint System.

As part of the curing process the painted body shall go through a baking process. The painted components shall be baked at 185 degrees for 3 hours to achieve a complete coating cure on the finished product.

After bake and ample cool down time, the coated surface shall be sanded using 3M 1000, 1200, and or 1500 grit sandpaper to remove surface defects. In the final step, the surface shall be buffed with 3M Super-duty compound to add extra shine to coated surface. No more than .5 mil shall be removed in this process.

All products and technicians shall be certified by PPG every two (2) years.

ANTI-CORROSION PROTECTION

Where dissimilar metals must be joined, overlaid, share perforations or otherwise come in contact with each other to achieve construction, performance or aesthetic requirements, such items shall be separated by a continuous contact, nonconductive coating or film to prevent or otherwise mitigate the effects of electrolysis. Only stainless-steel hardware and fasteners shall be used in the construction of the apparatus. Where stainless steel fasteners pass through an aluminum component, the fastener contact surfaces, including the head, washer and nut shall be coated with ECK anti-corrosion material.

BODY UNDERCOATING

The body underside, including the sub-frame and the inside of the wheel wells, NOT THE WHEEL WELL LINERS, shall be thoroughly coated with SWT commercial automotive undercoat and sound deadening material to protect the body module against corrosion. The coating shall be black and shall be tested to ASTM B117 Salt Spray test for 1,000 hours at 10-mils.

SIDE COMPARTMENT FINISH, ZOLATONE

The apparatus side compartment interiors are to be coated with Zolatone, a polychromatic, modified nitrocellulose coating with a flat background color with accenting fleck colors. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The Zolatone finish is washed and waxed like paint, and is resistant to man solvents and wear.

PAINT COLOR

The apparatus body paint shall be "cross referenced" from the chassis paint, and shall be painted to match the main chassis color as close as possible.

WHEEL RIMS

Fouts Bros Fire Equipment

The chassis wheels shall be as furnished by the chassis OEM. No additional finishes shall be provided by apparatus manufacturer.

CHEVRON STRIPING

At least 50% of the rear of the unit shall be covered with Red and fluorescent Yellow-Green alternating 6.00" stripe in an inverted Chevron pattern.

REFLECTIVE LETTERING - PURCHASER SUPPLIED

Reflective lettering shall be installed by the purchaser.

FOUTS BROS. LOGO PLATE(S)

Three (3) Fouts Bros. logo plate(s) will be affixed to the finished apparatus.

== LOOSE EQUIPMENT - FOUTS 4 - 7.000 02/14/22 ==

One (1) 12 foot, Alco-Lite model# PEL-12, two (2) section aluminum extension Ladder shall be supplied with the finished apparatus.

== WARRANTY- FOUTS 4 - 7.000 02/14/22 ==

ONE YEAR APPARATUS WARRANTY

The complete apparatus detailed herein shall be warranted against defects in materials and workmanship for a period of twelve (12) months, effective upon pick up or delivery of the completed apparatus to the purchaser, as detailed in the respective warranty documents. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

Other warrantees, as provided by individual component manufacturers may extend beyond this warranty.

APPARATUS BODY WARRANTY, TEN YEAR

The apparatus body shall have a structural warranty, including panels and sub-frame, against bending, cracking, twisting or otherwise deforming for a period of ten (10) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the body shall void this warranty.

PLUMBING WARRANTY, TEN YEAR

A Stainless Steel Plumbing/Piping warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the plumbing shall void this warranty.

PAINT WARRANTY, FIVE YEAR

Fouts Bros Fire Equipment

The finish paint as used on the proposed apparatus shall be warranted against defects in materials and workmanship for a prorated period of five (5) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

APPARATUS ELECTRICAL WARRANTY, TWO YEAR

The apparatus electrical system as detailed herein shall have an electrical warranty against defects in materials and workmanship for a period of two (2) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the electrical system shall void this warranty.

AKRON BRASS WARRANTY

The Akron Brass valves shall be warranted by Akron Brass for a period of ten (10) years from the date of delivery. The warranty for electronics shall be warranted by Akron Brass for a period of five (5) years from date of delivery.

WHELEN WARNING LIGHT / SIREN WARRANTY

Whelen products shall be covered by a direct warranty for up to a maximum two (2) years from date of purchase (not to exceed three (3) years from date of manufacture), with proof of purchase. Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a two (2) year warranty from the date of manufacture. Heavy-Duty motor assemblies (so marked) are covered by a direct warranty for up to three (3) years from date of manufacture.

WHELEN HDP / 5 YEAR WARRANTY

Whelen Automotive Non-Lightbar Strobe Power Supplies, LED Ballasts and LED Products bearing the official HDP label and manufactured to HDP standards shall be covered by a direct warranty for up to five (5) years from date of manufacture.

WHELEN LIMITED LIFETIME WARRATY

The following Whelen products shall be covered by a lifetime warranty.

Freedom Series Lightbars, M-Series Lights, L31 Series, B6 Series, Micro Freedom Series, Pioneer Scene Lighting (Excluded Pioneer Life), PSTANK2.

KUSSMAUL ELECTRONICS WARRANTY

All products manufactured by Kussmaul Electronics Company Inc. are warranted to be free of defects in material and/or workmanship. Kussmaul Electronics shall repair or replace without charge, any material or defects which become apparent in normal use within the specified warranty period.

All Electronic items are warranted for three (3) years
Auto and Air Ejects are warranted for two (2) years
Auto Pumps are warranted for one (1) year

Fouts Bros Fire Equipment

MIDWEST FIRE

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

December 27th, 2023

Town of Dundee
202 E Main St
PO Box 1000
Dundee, FL 33838

Midwest Fire Sourcewell Contract: 113021-RCK
Town of Dundee Sourcewell Membership: 138559

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: Town of Dundee ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

One (1) Midwest Fire All-Poly Series Mini-Pumper and One (1) New Ford F550 Crew Cab 4x4 Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 260 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus		
Apparatus Proposal Price	$	275,164
Chassis Proposal Price	$	80,656
Sourcewell Pricing	$	(13,759)
Apparatus & Chassis Proposal Price	**$**	**342,061**

Total Proposal Price:	**$**	**342,061.00**

NOTE: CHASSIS PRICING IS ESTIMATED FOR THE CURRENT MODEL YEAR. DUE TO VENDORS INCREASE IN PRICING, GOVERNMENT MANDATES (EPA, ETC.), OR MODEL YEAR ACTUAL PRICING DIFFERS, PRICING WILL BE RE-PRICED UPON MIDWEST FIRE RECEIPT OF CHASSIS INVOICE FROM OEM.

ORIGINAL

Midwest Fire has accounted for an additional $5,000 in surcharges and price increases from Chassis OEM in the Chassis Proposal Price. Any amount less than the Chassis Proposal Price on the final chassis invoice will be credited back to the Town of Dundee on the final payment. Any amount exceeding the Chassis Proposal Price on the final chassis invoice will be the responsibility of the Town of Dundee.

Customer is responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:
A deposit in the amount of $10,000 shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the value of the chassis less the deposit shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer is responsible to pay the remaining balance in full upon acceptance of apparatus.

Midwest Fire will honor the price & terms quoted in this purchase contract for a period of *30 days* from the date noted above. Beyond the contract deadline date, all pricing and terms are subject to change.

Pre-Construction Meeting:
Within twenty-one calendar days after contract signing, Customer is responsible to join Midwest Fire for an in person, conference call or video based, Pre-Construction Meeting to review project specifications in depth. Midwest Fire will support the Pre-Construction meeting with the Lead Salesperson for the project, Project Manager, and Subject Matter Experts as required. Any changes made to the project during the Pre-Construction meeting will be calculated at standard pricing. No change order fee is charged.

Change Orders:
Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the Pre-Construction meeting is held, any future change will be subject to a minimum change order fee of $500 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Force Majeure:
Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of the contract (except for any obligation to make payments to the other party hereunder), when and to the extent such party's failure or delay is caused by or results from the following events: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) war, invasion, hostilities, terrorist threats, or acts, riot, or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, supply chain shortages or disruptions, unforeseen price changes and cancellations by OEMs, or other industrial or manufacturing disturbances; or (8) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

The party impacted by any of the above force majeure conditions shall give notice to the other party within five calendar days of learning of such condition(s), stating the period of time the occurrence is expected to continue. The party impacted by any of the above force majeure conditions shall resume the performance of its obligations as soon as reasonably practicable after the removal of the condition.

Taxes Responsibility of Customer:
Any and all sales, use, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this contract shall be the sole responsibility of Customer.

No Liability for Consequential or Indirect Damages:
Neither Midwest Fire nor its representatives is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this contract, regardless of whether such damages were foreseeable or whether or not Midwest Fire was advised of the possibility of such damages.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries. No amendment or modification of this contract is effective unless in writing and signed by each party.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Entire Agreement: This contract, and any change orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Severability: If any term of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

ORIGINAL

Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

_____
Customer/Business Name (please print)

_____
Business Address

_____
Printed Name

_____
Signature Date

_____
Title

Sourcewell
Awarded Contract
Contract # 113021-RCK

ORIGINAL

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

1) ***at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.***
2) ***you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.***

I hereby acknowledge that I have received & fully understand the above information.

_____ _____

Purchaser Date

MIDWEST FIRE®

300 Gallon All-Poly® Series
Mini Pumper Specifications

Prepared for: Dundee Fire Department

Dundee, FL

Midwest Fire Rep: Newt Johnson

December 27th, 2023

Notes:

Date	Change Order #	Op Number	Description	Rev

TABLE OF CONTENTS

1.00 Booster Tank

The tank shall be constructed of 1/2" thick high-impact, polypropylene sheet stock. The material shall be of a certified, high quality, non-corrosive, stress relieved thermoplastic, black in color, and UV stabilize for maximum protection.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of polypropylene with a molded cover. The tower shall be located on the curb side rear corner of the tank. Inside of the fill tower approximately 2" down from the top shall be fastened a combination vent/overflow pipe which shall be of standard schedule 40 polypropylene pipe with minimum ID of 4" designed to run vertically through the tank. The transverse swash partitions shall be manufactured of 3/8" polypropylene which shall interlock with a longitude partition constructed of 1/2" polypropylene.

There shall be one (1) 1/4" deep X 6 1/2" diameter recess in floor to act as sump.

Two slotted mounting pads on top of tank for mount addition equipment.

Tank fill couplings backed with flow deflectors to disperse the stream of water entering the tank, and capable of withstanding sustained fill rates of up to 1.000 G.P.M. at 100 PSI maximum.

All auxiliary outlets and inlets must meet NFPA 1900 guidelines in effect at the time of manufacture.

The tank is affixed to the cradle utilizing hat channel mounting brackets constructed of ¼" thick stainless-steel. The channels are mounted beneath the center of the tank before and after the cross members of the cradle. The channel is surrounding these members and is bolted directly to the bottom of the tank thereby securing the tank to the cradle.

There shall be a 3/4" FNPT female tank drain located on the rear tank.

1.00.05 All-Poly Series 300 gallons

THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

SECTION 2: BOOSTER TANK PIPING, FILLS, & GAUGES

2.02 Tank Level Gauge

- Pressure transducer mounted on the outside of the tank. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.
  2.02.00.03 Tank level gauges always on.
  All tank level gauges will be activated and always on once the Ignition is engaged.

2.02.08 One (1) Innovative Controls Soft Glo Series Water Tank Level Gauge
2.02.08.01 Installed on the street side pump panel. – Master

SECTION 5: BODY AND COMPONENTS

Body

- The body will be attached to the sub-frame using rigid fasteners isolated by fitted rubber bushings.
- The mounting system provides secure attachment of the body to the sub-frame while allowing enough range of movement between the two assemblies.
- The body will be enclosed on all sides and incorporate closed wheel wells and finished storage compartments.
- Front lower vertical surface of body protected with aluminum Tread-Brite.

Tank

- The tank is manufactured as separate entity and then welded to the body for additional strength.

Fenders

- Fenders will be integral with the side of the body.
- Fender wells are constructed with full circular copolymer polypropylene thermoplastic inner liners for ease of cleaning and maintenance.

Materials

- The entire body is fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
- All exterior body joints and seams are extrusion welded.
- All welds will conform to DVS and AWS standards.
- All joints, seams, and welds will be tested for integrity and are certified to be free from defects.
- All joints and are 100 percent welded inside and out; no skip welding is permitted.

THE BODY WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER

5.00 Fenderettes

Bright polished aluminum fenderettes are installed on the wheel wells to prevent splash and enhance appearance. The fenderettes extend approximately 1" beyond the body side and are designed to be replaced. All fasteners will not be exposed to the exterior of the fenderettes or body.

5.00.03 Black Powder Coated Fenderettes

5.01 Rub Rail

The bottom edge of the entire apparatus will have an aluminum rub-rail installed including the rear step and pumphouse, if applicable. The rub-rail is replaceable, made from solid extruded aluminum and features a reflective stripe at the rail center.

5.01.03 Black

5.03 Cradle

An all-aluminum cradle is engineered and constructed to connect the chassis frame with the copolymer tank and body. The cradle is constructed using extruded aluminum tubing .25" thick and extruded aluminum flats .375" thick. Cradle cross members are spaced to restrict unsupported portions of the tank and body between cross members to a maximum of 550" squared. There are cushioned rubber extrusions placed over all tank support areas to isolate the tank from the aluminum cradle.

SECTION 6: BODY COMPARTMENTS

6.00 Street Side Compartments

- A sweep-out style compartment provided on the street side integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- The side compartments are 19" deep from the floor level to the top of the chassis frame rails, and 24" deep above the chassis frame.

6.00.03 Street Side Front Full Height Compartment

Compartment is located on the street side, ahead of the rear wheels.

6.00.03.03 With a 24" Pumphouse: approximate inside dimensions are 26" wide by 61" tall by 24" above frame rails, 19" deep from the floor of the compartment to the top of the chassis frame rails, the compartment is not transverse above the frame rails. (84" Cab to Axle)

6.00.10 Street Side Rear Full Height Compartment

Compartment is located on the street side, behind the rear wheels. Approximate inside dimensions are 35" wide by 61" tall by 24" above frame rails, 19" deep from the floor of the compartment to the top of the chassis frame rails.

6.00.11 Street Side Over Wheel Compartment

Compartment is located on the street side, above the rear wheels. Approximate inside dimensions are 51" wide by 34" tall by 24" deep.

6.01 Curb Side Compartments

- A sweep-out style compartment provided on the curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- The side compartments are 19" deep at the floor level and 24" deep above the chassis frame.

6.01.03 Curb Side Front Full Height Compartment

Compartment is located on the curb side, ahead of the rear wheels.

6.01.03.03 With a 24" Pumphouse: approximate inside dimensions are 26" wide by 61" tall by 24" above frame rails, 19" deep from the floor of the compartment to the top of the chassis frame rails, the compartment is not transverse above the frame rails. (84" Cab to Axle)

6.01.10 Curb Side Rear Full Height Compartment

Compartment is located on the street side, behind the rear wheels. Approximate inside dimensions are 35" wide by 61" tall by 24" above frame rails, 19" deep from the floor of the compartment to the top of the chassis frame rails.

6.01.11 Curb Side Over Wheel Compartment

Compartment is located on the street side, above the rear wheels. Approximate inside dimensions are 51" wide by 34" tall by 24" deep.

6.02 Compartment Options

6.02.03 Adjustable shelf

One (1) adjustable shelf made of 3/16" smooth aluminum, installed with Unistrut adjustable brackets in the compartments. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.02.03.04 Rear, Street Side, Qty (1)
6.02.03.08 Rear, Curb Side, Qty (1)
6.02.03.10 Rear, Street Side, Upper, Qty (1)
6.02.03.11 Front, Curb Side, Upper, Qty (1)
6.02.03.12 Rear, Curb Side, Upper, Qty (1)
6.02.03.18 Front, Street Side, Upper, Qty (1)

6.02.10 SCBA Brackets (30 Min 2216/45 Min 4500)

SCBA brackets, Zico model #KD-UN-6-SF, mounted towards the front of the compartment unless otherwise specified. For use with most 30 Min 2216 PSI and 45 Min 4500 PSI tanks.

6.02.10.06 Over Wheel, Curb Side, Qty (2)

6.02.11 Spare SCBA Cylinder Holders

Spare SCBA cylinder holders are in the rear wheel well area. Cylinders are stored in 8" diameter holders with a max depth of 24", and with a stainless-steel hinged door with a positive latch. Door includes a seal for increased protection against weather elements.

6.02.11.05 Ahead of Rear Wheels, Curb Side, Qty One (1)
6.02.11.08 Behind Rear Wheels, Curb Side, Qty One (1)

6.09 Rear Center Compartment

- A sweep-out style compartment provided at the rear, integral to the body, constructed using white copolymer material.

- Compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- The side compartments are 19" deep at the floor level and 24" deep above the chassis frame.

6.09.01 Rear Center Compartment

Compartment is located at the rear of the body, above the frame rails, centered from side to side. The opening is facing rear. Approximate inside dimensions are 42" wide by 30" tall by 24" deep.

SECTION 7: RUNNING BOARDS AND REAR STEP

7.00 Running Boards & Chassis Steps

7.00.06 OEM Chassis Running Boards, one (1) set of running boards, provided by the manufacturer installed on the chassis for ease of entry.

7.02 Rear Step

The 6" deep rear step is NFPA compliant and made of embossed aluminum tread plate with a 7" tall kick plate.

SECTION 8: GRAB RAILS AND FOOTSTEPS

8.00 Grabs Rails

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and stanchion brackets.

8.00.01 Rear Grab Rails

Vertical grab rail(s) provided at the rear.

8.00.01.01 Two (2) Grab Rails, One (1) on each side.

8.00.04 Front Grab Rail - Street side

There is one (1) grab rail located on street side of tank in the upper front corner for ease of loading and unloading hose cross lays.

8.00.04.01 Front Grab Rail - Street side

8.00.05 Front Grab Rail - Curb side

There is one (1) grab rail located on curb side of tank in the upper front corner of tank for ease of loading and unloading hose cross lays.

8.00.05.01 Front Grab Rail - Curb side

8.00.11 Rear Horizontal Grab Rails

Horizontal grab rail(s) provide at the rear on the upper portion of the backside of body for ease of accessing the top of the apparatus.

8.00.11.01 One (1) Street Side
8.00.11.02 One (1) Curb Side

8.01 Access Steps

8.01.07 Hose Bed Folding Steps

Illuminated Folding Access Steps on the side of the rear center compartment door.

8.01.07.06 Chrome Plated, Folding Steps, Two (2) Curb Side, Two (2) Street Side

SECTION 9: ELECTRICAL EQUIPMENT

9.00 Apparatus Electrical

- Electrical Wiring
- The electrical compartment to be installed in the top front center of the body with a removeable cover. The body and chassis shall be wired as independent modules and connected as a completed unit at the final assembly via electrical connectors located in the electrical compartment. Seals shall be provided on each individual wire and the assembly. All wiring for the apparatus body shall be within a temperature resistance harness. All wires in each harness shall be color- coded. Wiring shall be run along structural rails and tied in a neat and orderly manner. A backup alarm will be wired into the reverse circuit to sound when the vehicle is placed in reverse. The key on position energizes a relay which acts as the master switch connecting the apparatus to the battery system, eliminating power drain while the truck is not in use.
- Overload Protection
- The apparatus circuits requiring load protection shall utilize sealed relays and automatic reset circuit breakers.

9.01 DOT Lighting Details

- A total of nine (9) LED clearance lights and seven (7) red LED lights installed at the rear.
- Two (2) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

9.02 Lower-Level Rear Lighting

9.02.02 Tri-cluster Taillight Package

Two (2) LED Tri-Cluster combination include: red LED stop/tail/turn, clear LED backup light and LED warning light installed at the rear. Light assemblies provided in a three-light housing.

9.02.02.02 Whelen M6 Series Tri-Cluster, Chrome Bezel

9.03 Antenna

9.03.02 Customer Supplied Antenna

Customer's antenna installed on the chassis roof behind the lightbar. Cable will be labeled and tied up inside the center console if a radio is not mounted. If a radio is mounted the antenna will be crimped and attached to the radio.

9.03.03 Customer Supplied Radio

Customer's radio and one speaker mounted only. The speaker will be mounted in an area that will not hinder audio. Power and programming will be the responsibility of the customer. The wires will be labeled and tied up in the center console. Mounting bracket(s) are to be supplied by customer.

9.03.03.01 Radio surface mounted in the center console behind the siren controls.

9.04 Camera System

9.04.01 Rear view camera

One (1) rear view camera system installed. Camera system includes a colored wide-angle rear mounted camera and 7" monitor mounted in the center of the vehicle's dashboard unless specified otherwise. Automatically activated when truck is put in reverse.

9.04.01.02 Rear View camera

9.06 Power Distribution Options

9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short protected terminal strip will be installed in the front sill of the compartment unless specified otherwise.

9.06.06.09 Center Console, Inside, Wired to Battery (Kussmaul Required)
9.06.06.11 Center Console, Inside, Wired to Ignition

SECTION 10: EMERGENCY SIREN AND LIGHTING EQUIPMENT

10.00 Apparatus Controls

10.00.03 Center Console

Center console installed between driver and passenger seats.

10.00.10 Center Console Options

10.00.10.04 Cup Holders, two (2)

Cup holders installed in console between driver and passenger seats.

10.01 Light Bars:

The light bar is mounted on the cab roof.

10.01.5614 Federal Signal Fire/EMS Vision SLR Light Bar

The light bar is mounted on the cab roof. Modules will have clear lenses. The forward most module will be red and other modules will alternate white and red to the back. Model number: *VSLR53 - 5.8 in (132.8 cm) x 52.3 in (14.7 cm) x 30.2 in (76.7 cm)

10.02 Sirens:

10.02.04 Whelen Siren

Whelen Siren 200-watt, Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes a 9-Switch Light Control (three (3) position slide switch and six (6) Push On/ Push Off switches) with 17 Scan-Lock™ Siren Tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

10.02.04.02 Whelen 295SLSA6 siren w/ speaker flush mounted street side

10.02.5731 Whelen Howler amplifier with one (1) Speaker, 2015-2023 F-550 Mounting Bracket

Whelen Howler Siren amplifier w/ one (1) speaker and 2015-2023 F-550 mounting bracket. It will be mounted towards the front of the truck underneath facing forward. The exact location is to be determined by Midwest Fire. A siren activation button will be installed on the center console for ease of access to the driver.

10.04 Lower-Level Lights

10.04.04 Front/Rear Whelen M6 Series LED

Two (2) Whelen M6 series lights mounted on the front and two (2) mounted on the rear of the body in the cluster. Lights will have clear lenses.

10.04.04.02 Front/Rear Flashers, Red, Chrome Bezel, M6 Series LED

10.05 Intersection Lights

All lights mounted a minimum of 18" from the ground, and no higher than 60". One (1) positioned as far forward on the hood as possible. One (1) positioned behind the cab but in front of the rear wheels if three (3) lights per side are requested, and one (1) positioned as close to the rear of the truck as practical. Lights will have clear lenses. *If there is a front bumper extension the lights will be mounted on the extension not the side of the hood.

10.05.03 Intersection, Red, Chrome Bezel, M6 Series LED, Two (2) each side

10.06 Upper-Level Rear Warning Lights

10.06.08 Whelen M9V2

Whelen M9V2 Series Combination LED Scene Light/Flasher. Lights will have clear lenses.

10.06.08.02 Side/Rear, Scene/Flashers, Red, Chrome Bezel, M9V2 Series, Two (2) each side of the tank in the front and rear upper corners, with two (2) on the rear of apparatus in the upper corners. (Six (6) Total)

10.09 Ground Lights

10.09.02 Six (6) ground lights

There are six (6) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed on street and curb side below the chassis steps, two (2) lights are installed on street and curb side below the pumphouse step, and two (2) lights are installed on street and curb side below the rear step area. Grounds lights will be activated when parking brake is applied.

SECTION 11: PAINTING, LETTERING, STRIPING, AND SIGNAGE

11.00 Painting process

The entire body, and components will be washed, sanded, prepped for primer, cleaned, and primed with PPG urethane primer filler. The body will be hand sanded and color match painted using a PPG Deltron base coat/clear coat paint. After paint is applied and properly cured the apparatus will be color sanded and buffed to a high gloss. The paint process is approved by PPG.

11.00.08 Paint Spray Out Request (Up to 3 Spray Outs)

11.00.5619 Two-Tone Paint on F550 Chassis

Paint for the F550 crew cab chassis in a two-tone scheme, blue over red. The chassis will be race red from the factory. Paint the top half blue. Paint samples will be sent to customer for color confirmation and customer will sign off on paint break location as well.

10-YEAR WARRANTY ON PAINTED BODY PARTS

11.01 ID plate

There is a permanent plate located in the center top chassis cab with the following information:

Quantity and type of fluids used in the vehicle. This plate includes:

- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.
- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches
- Gross vehicle weight rating (GVWR) in pounds

11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors:

11.03.04 Provided on the street and curb side of the tank:
"DUNDEE FIRE" in the same style and font as pictured below:

11.05 Reflective stripe

The apparatus body and chassis will have a reflective stripe on each side and the front per NFPA 1901 standards.

11.05.03 Reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

11.05.03.02 Crew Cab

11.05.04 (1x4x1) 4" wide Blue reflective stripe with a 1" wide white reflective stripe spaced approximately 1/2" above and below. Stripe will be straight on the body and chassis.

11.05.04.01 Single Axle

11.05.08 Ascending Z-Stripe - upcharge.
The stripe selected above will be installed as an ascending Z-stripe pattern. This option omits the previous statement "stripe will be straight on the body and chassis".

11.05.08.01 Single Axle

11.06 Rear Chevron

11.06.04 Diamond Grade Pattern, Chevron 100%

Per NFPA 1901 standards, 100 percent of the rear will include red and fluorescent yellow diamond grade pattern chevron retro-reflective stripe installed, with each stripe a minimum of 6" wide.

SECTION 12: CORROSION PROTECTION AND MUD FLAPS

12.00 Corrosion Protection

The All-Poly Series body has several features which prevent corrosion.

- All fasteners are stainless steel where applicable.
- All fasteners which are used in aluminum are plated with Magnaguard 560 to prevent galvanic corrosion resulting from dissimilar metals.
- All contacts of dissimilar metals are insulated with 3M products to prevent galvanic corrosion.
- Rub rails are Type II bright dip anodized.
- Tow rings are cadmium plated steel.
- The Poly body material eliminates the need for undercoating and sprayed on coating inside storage lockers.
- The Poly body material is non-corrosive and is frequently used for storing acids.
- The Poly body material eliminates many possibilities of dissimilar metal contact caused by galvanic reaction.

12.01 Mud Flaps

There are two mud flaps installed behind the rear wheels.

- The mud flaps are ¼ inch thick black rubber.
- The bottom of the mud flaps is fitted with chrome weights.

SECTION 13: PUMP AND PLUMBING

13.00 Pump House

- Side Control Pump House

The pump compartment features:

- The superstructure frame is made from .125" wall X 2.00" square type aluminum tubing.
- The front and a portion of the rear of the pump compartment is made from aluminum tread plate sheets to enclose the perimeter of the water pump.
- There will be two (2) horizontal grab rails provided, one on each side, above the pump control panels.
- The street and curb sides of the pump compartment are equipped with side running boards. The running boards extend along the width of the pump compartment from the rear of the chassis cab to the forward end of the body module.
- Pump side panels are covered with black protective material.

- Running boards include extruded aluminum rub rail extending the length of the running boards.
- The step surfaces comply to applicable sections of NFPA 1901 requirements.
- A safety sign FAMA25, which warns of the need for training prior to operating the apparatus, shall be located on the pump operator's panel.
- A rubber pump compartment seal provided between the rear of the pumphouse and the body.

13.04 Split-Shaft Mounted Pump

Split-Shaft Pumps utilize a split drive gear box to power the pump from the apparatus transmission. They have many features in common with PTO driven pumps.

- Split-Shaft mounted pumps are for stationary pumping only.
- Helical design and precision-cut gears to reduce noise and minimize wear.
- Double seal ring design solid bronze impeller
- Stainless-steel pump shaft
- Maintenance free mechanical seal
- The street and curb side pump panels and access doors are constructed entirely of aluminum and be covered with black protective material.
- The pump compartment has full width vertically hinged access doors located on the upper portion of the street and curb side pump compartment.
- A latch is furnished to hold the doors closed and have a retainer attached to prevent over extension of the opened door.
- The pump operator panels are to be completely "bolted" or hinged in place for ease of removal.
- A full panel width LED light hood is provided to illuminate the street and curb side pump panels. A service light is provided to illuminate the interior of the pump compartment. Lights are controlled by the operator's panel light switch.
- 2 1/2" 400# liquid filled stainless-steel individual discharge pressure gauges and control handles.
- One 3 1/2" Master discharge gauge and One 3 1/2" Master Pump intake gauge.
- Color-coded pump panel identification labels are provided for all gauges, controls, connections, switches, inlets, and outlets.
- Pump shift is electric operated and incorporates standard automotive shifting mechanism for ease of maintenance. The pump shift switch is mounted in the cab and identified as "Pump Engagement". The pump shift assembly includes an indicating light to show when the pump has been engaged.
- The apparatus will have a "Pump Engaged" and "OK to Pump" indicator in the driver compartment.
- A test plate shall be provided at the pump operator's panel that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump as used, and the governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve.
- The test label shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.

- Master pump manifold type drain valve are provided with all pump drains connected to it and operate from the pump operators panel, so the entire pump system may be drained by a single control.
- All discharges and pre-connects with a 1 ½" or larger valve, per NFPA 1901 standards, shall have drains or bleeder valves, having a minimum ¾" pipe thread connection, for bleeding off pressure from the hose connection to the outlet.
- 2 ½" auxiliary suction lines are gated with an Elkhart Unibody swing out quarter turn self-locking ball valve with chrome plated swivel adapter.
- Per NFPA 1901 standards there shall be pump system test ports mounted on the pump panel.
- The pump will have at minimum of two (2) sacrificial anodes included.

ENGINEERING NOTE FOR PUMP MODULES: ORDER PUMP MODULES WITH A CAP FLANGED IF THE PUMP HAS A REMOTE MOUNT CONTROLLER (FRONT SWEEPS, MONITOR, ETC.)

13.04.00 Auxiliary Air Tank

One (1) Auxiliary Air Tank for Pump Shift, attached to battery with Viair air compressor is wired to ignition w/ a breaker, onboard air hookup, and 2.5-gallon air tank. Installed inside pump house.

13.04.06 Hale DSD 1250 Split-Shaft Pump

All the plumbing and/or piping in the pump compartment will be constructed of 304 stainless-steel or flexible piping for long life. All NPT pipe thread connections larger than ¾" connections are avoided in the construction of the plumbing system. The following valves shall have groove connection: rear discharge, tank fill, all 2" and 2-½" pre-connect valves.

Pump Ratings:
1250 GPM @ 150 PSI
875 GPM @ 200 PSI
625 GPM @ 250 PSI

13.04.06.04 Hale DSD 1250 Split-Shaft Pump, Side Control, 24" Module

13.05 Primer Pump Option

13.05.02 Trident Primer Pump, Manual

The Trident Air Primer is a pneumatically operated, oil-less primer system. The priming system has a 3-barrel, bronze construction, has no moving parts, and is NFPA Compliant. It uses compressed air supplied from the chassis. Primer is actuated via push button. Extra engagement switches are actuated with an additional push button.

13.05.02.02 Primer to Pump

13.06 Suction Intakes

On all pumps, an intake suction relief shall be provided per NFPA 1901 standards. It will be terminated with a 2 ½" NST male adapter.

13.06.01 2 ½" Gated Intakes

Each intake consists of a 2 ½ " NST female chrome plated swivel intake located on the pump panel. The intake has a 2 ½ " valve, swivel adapter with screen, chrome plated plug and chain.

13.06.01.01 One (1) intake, street side

13.06.02 Non-Gated Master Intakes

Master intakes are plumbed out both sides of the pump house and capped with a chrome long handled cap.

13.06.02.03 Two (2) 6" intakes

13.07 Discharges

Discharges include:

- Tee Handle Control
- 2 ½" 400 PSI Liquid Filled Stainless Pressure Gauge
- 30 Degree Elbow, cap and chain

13.07.01 Side Control Pump Panel Discharges

13.07.01.01 One (1) 2 ½" Discharge, Street

13.07.01.04 Two (2) 2 ½" Discharge, Curb Side

13.09 Tank Fill/ Tank to Pump

13.09.01 Tank Fill Valve 2"

A 2" tank fill/pump re-circulating line provided from the pump to the water tank, with a 2" valve and 2" high-pressure flexible hose.

13.09.01.01 2" Tank Fill Valve, Side Control

13.09.03 Tank to Pump 3"

A 3" tank to pump line provided from the water tank to the pump, with a 3" valve and tee handle controls, and 4" plumbing with flexible connection with check valve.

13.09.03.01 Manual Controls, Side Control

SECTION 14: HOSE TRAYS, PRE-CONNECTS AND CROSS LAYS

14.08 Hose Cross Lay

- Must select two (2) 1 ½" cross lays.
- Must select one (1) cross lay divider.
- Must select cross lay aluminum cover.

- The hose cross lay provides an area for pre-connected hose cross lays and/or hose storage.
- The cross lay is constructed of a 1" thick polypropylene/polyethylene floor designed to provide drainage and ventilation to the cross lay area.
- Front and rear are constructed of 1/8" aluminum.

14.08.01 Hose cross lay above Side Control Pump

14.09 Pre-connected Cross Lays

- Cross lay is pre-connected via NST swivel male gated with a ball valve.

- Pre-connect has a 2 ½ " 400psi liquid filled stainless-steel individual pressure gauge and control handle. All cross lay pre-connects are foam capable (if equipped) except for LRR.

14.09.02 Two (2) 1 ½ " NST male pre-connects, 2" valve

14.10 Cross Lay Options

14.10.01 Cross Lay Divider

Hose cross lay is equipped with adjustable divider constructed of 3/16" aluminum.

14.10.01.01 One (1) Cross Lay Divider

14.10.05 Cross Lay Aluminum Cover, Single Hinge

Full aluminum cover with a single hinge. The hinge will be on top of the tubing at the front of the cross lay area directly behind the chassis cab. Equipped with rubber bumpers, lid latches, 2" webbing with flip top buckles on each side.

14.11 Hose Bed

14.11.00 Hose Bed

Hose bed runs the full length and width of the tank. The floor of the hose bed is grooved to allow the loaded hose to drain and provide ventilation. The floor is fabricated from UV stable white polypropylene with inverted T slot are machined into the floor at three points to accommodate adjustable hose dividers.

14.11.00.05 18" Tall Hose Bed Walls

14.11.02 Hose Bed cover

Heavy-duty vinyl hose bed cover is attached across the front of the hose bed with a rail and bead system to prevent wind from getting under the cover, with a flap to cover the back of the hose bed and has a quick release elastic rope to retain the hose in the bed during travel as required by NFPA.

14.11.02.12 Black Hose Bed Cover for Mini Pumper

SECTION 17: CHASSIS ACCESSORIES

17.00 Wheel simulators

Phoenix stainless steel wheel simulators are installed on front and rear wheels.

17.01 Shoreline Connection, Kussmaul "Auto Charge 1000"

One (1) 115 Volt Kussmaul "Auto Charge 1000" battery charger system installed.

17.01.02 Shoreline electrical auto eject plug-in, top, front corner of street side wheel well.

17.02 Tire Pressure Indicators

17.02.01 Tire Pressure Indicators

Tire pressure indicators installed to allow for inspection of pressure at the tire.

17.03 SCBA Seating

17.03.00 SCBA Seats

SCBA Seats in the chassis cab installed for use with SCBA Brackets.

17.03.00.02 One (1) Front Passenger Seat, OEM Installed. (SCBA Bracket Ready)

17.03.00.05 Two (2) Rear Seats, OEM Installed. (Left and Right Seat SCBA Bracket Ready)

17.04 Receiver Hitch, Winches, & Bumpers

17.04.01 Rear Receiver Hitch

Class III 2" receiver hitch tube installed on the rear of the apparatus and furnished with a 7-pin electrical receptacle and safety chain rings. Both sides of the receiver hitch will have tow-eyes cut into the plates.

17.06 Chassis Exhaust

17.06.01 Standard Chassis Exhaust Modifications

Chassis exhaust is modified to exit passenger side behind the rear wheels and to the edge of the body.

17.06.02 DEF Tank Modifications

- Must select with Mini Pumper

The DEF tank will need to be relocated due to the chassis body.

SECTION 18: LOOSE EQUIPMENT

Loose equipment required by NFPA not listed will be supplied by customer after delivery of the apparatus prior to being put in service.

18.08 Wheel Chocks

18.08.03 Two (2) Rubber Wheel Chocks, connected by rope, in spare compartment.

SECTION 19: CHASSIS

19.00 Midwest Fire supplied chassis per specification attached. Brief summary below:

Chassis Summary			
Manufacturer	Ford	Cab Type (Reg, Ext, Crew)	Crew
Model	F550 4x4	Cab to Axle (in.)	84"
Engine Manufacturer	Ford	Wheelbase (in.)	203"
Engine Model	6.7L Diesel	Front Axle Rating (Lbs.)	7,500 lbs.
Horsepower	330	Rear Axle Rating (Lbs.)	14,706 lbs.
Transmission Make	Torque Shift	Paint Color Code	Race Red
Transmission Model	10-Speed Automatic	Two-Tone Scheme	TBD, Blue over Red
LED Headlights	No	Electric Locks	Yes
Electric Windows	Yes		

SECTION 30: RESTRICTIONS

30.01 Maximum Height

30.01.01 No Restrictions

30.02 Maximum Length

30.02.01 No Restrictions

FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day.

DELIVERY

Transportation of the apparatus post final inspection is the responsibility of the department.

(Except F-600/F-650/F-750/F-53/F-59
Over 19,500 lbs. GVWR and Electric Vehicles)

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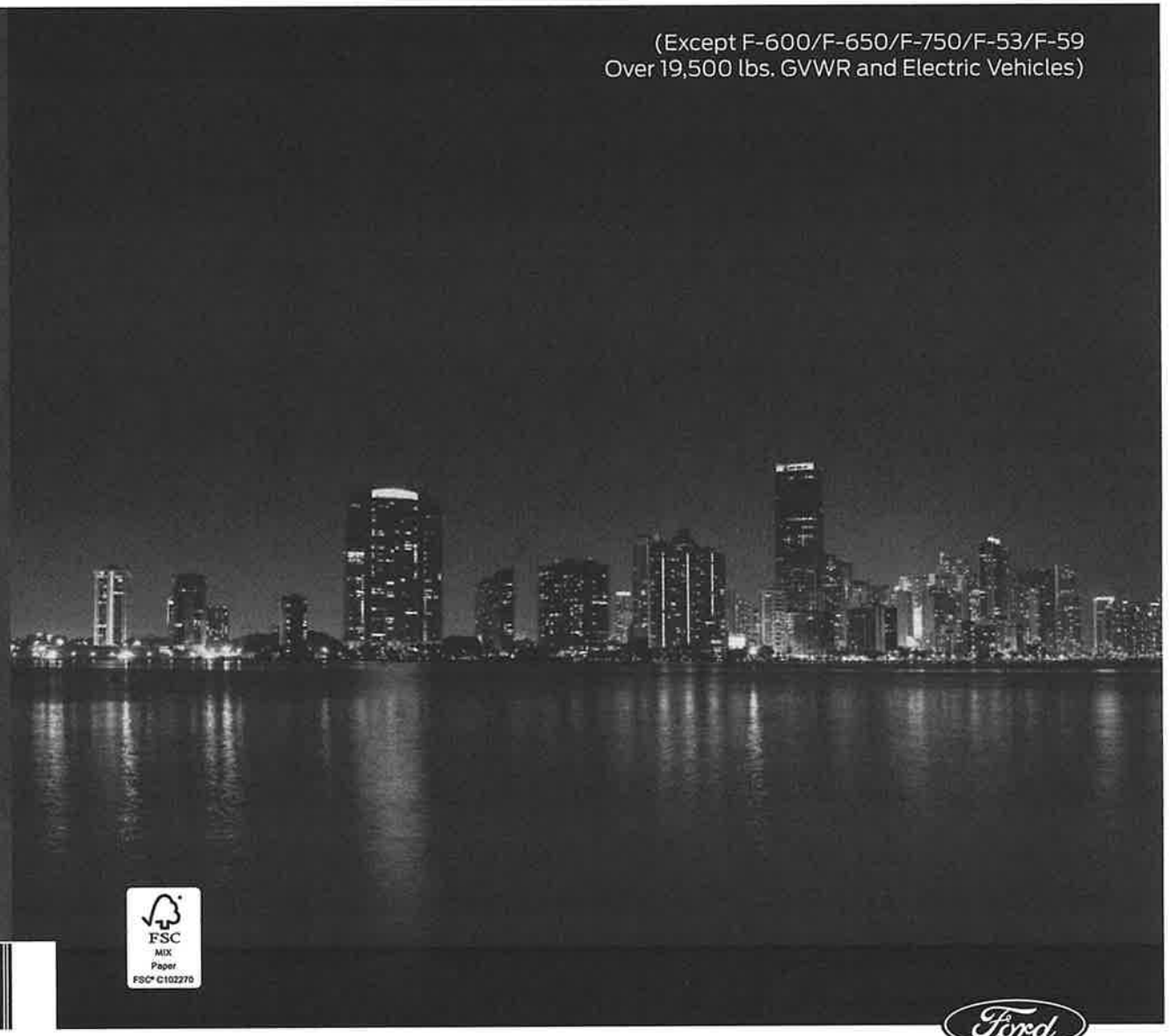

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This booklet explains the New Vehicle Limited Warranty coverages that apply to your Ford vehicle. Your satisfaction is our goal. If you are not satisfied with Ford's performance under the warranty, Ford participates in an informal warranty dispute settlement mechanism through the Better Business Bureau, which you can contact as follows: BBB AUTOLINE
1676 International Drive, Suite 550, McLean, VA 22102.

You may use the BBB Autoline without charge. An application is available from BBB (800-955-5100) or Ford (800-392-3673).

You must resort to the BBB Autoline mechanism before exercising rights or seeking remedies created by the Magnuson-Moss Warranty Act. If you choose to seek redress by pursuing rights and remedies not created by the Magnuson-Moss Warranty Act, resort to the BBB Autoline Mechanism is not required by any provision of the Magnuson-Moss Warranty Act. Your state may require that you first resort to the BBB Autoline before exercising rights or seeking remedies created by your state's laws.

Further information on the BBB Autoline can be found on page 47.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE DURATION OF THE NEW VEHICLE LIMITED WARRANTY BUMPER TO BUMPER COVERAGE. Further information on implied warranties can be found on page 5.

ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES CAUSED BY DELAY, OR LOSS OF USE MAY NOT BE RECOVERED AND ARE DISCLAIMED AND EXCLUDED UNLESS APPLICABLE LAW PROHIBITS THEIR DISCLAIMER OR EXCLUSION. Further information on the disclaimers and exclusions can be found on page 5.

Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.
3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	In Canada:
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 www.owner.ford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1-800-565-3673 (FORD) For the hearing- or speech-impaired: Please contact the Telecommunication Relay Service by dialing 711 M-F 8:30 AM - 8:00 PM (ET) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	**In Puerto Rico:**
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East:	
Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	

Table of Contents

1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2023-model car or light truck. If you bought a previously owned 2023-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 22-45).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 47 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle.

Your Ford or Lincoln dealership, or Ford or Lincoln Quality Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Territories, and it was originally registered/licensed and operated in the United States, U.S. Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2023-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS AND RACING USE

****** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. ******

****** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. ******

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO NEW VEHICLE LIMITED WARRANTY AND EMISSIONS WARRANTY

****** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 22-45. ******

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".
If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

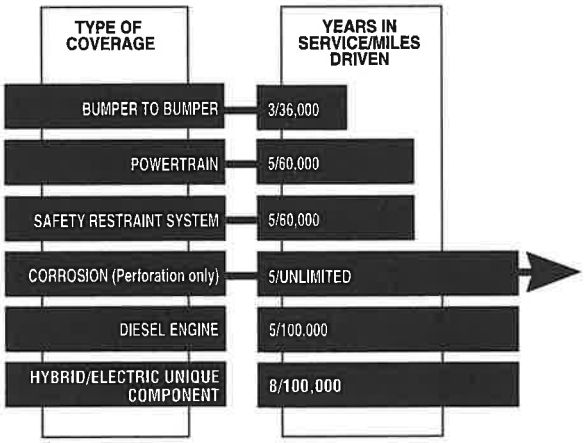
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 9-14)
→ **What is Not Covered?** (pages 14-19)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 14-19. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other

than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 18 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; **Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); **Front-Wheel Drive:** axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. **Four-Wheel/All-Wheel Drive:** axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss
The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 22-45.

If you own or lease a 2023-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

(6) Certain Commercial customers with a Valid Fleet Identification Number (FIN Code) are eligible for a five year / 100,00 mile limited powertrain warranty extension on the following vehicles: F-150 (Excluding Raptor), Super Duty (F-250 through F600) pickup, chassis cabs (F53/F59), Transit, Transit Connect and E-Series. Vehicle must be reported as a sales type "fleet" at original time of sale. To become a U.S. Ford Fleet Account, for vehicles which are owned and operated in the United States, you must register for a U.S. Fleet Identification Number (FIN Code). You will also be asked to provide proof of eligibility documentation for the vehicles in your fleet. To see if you qualify, please see the eligibility restrictions at www.fleet.ford.com/get-started.
This warranty extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains.

Ford Power-Up software updates

During the warranty coverage period, Ford Motor Company warrants that:

- you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by a Ford Power-Up software update

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-In Vehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips". Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.

- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
  - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
  - non-Ford Motor Company software, or
  - obsolescence of vehicle software or hardware
  - lack of network coverage or availability
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 50)
- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage. Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.

- The Lithium-ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.
- If the component that caused the failure is beyond coverage and damages a component with remaining coverage, the entire repair is NOT reimbursable.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by a Ford or Lincoln Protect extended service plan, you may seek reimbursement for a tow charge under that plan.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

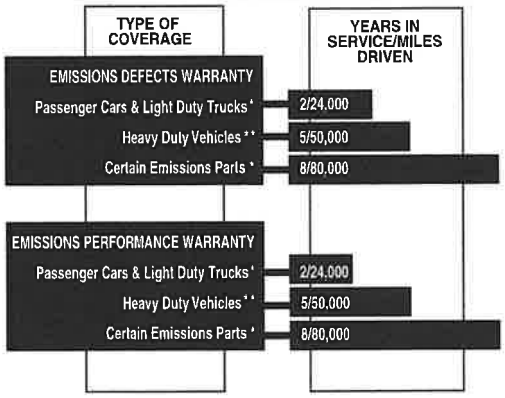
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to vehicles up through 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR. Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

→ **Emissions Defect Warranty** (pages 23-24)
→ **Emissions Performance Warranty** (pages 24-25)
→ **What is Covered?** (pages 26-28)
→ **What is Not Covered?** (page 28)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 26-28.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
  - 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)

- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
  - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty. The 5 year or 50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
    - **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up through 8,500 pounds GVWR) is as follows:
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the battery energy control module (BECM), and emission-related reprogramming of modules.
  - 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED?** below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plug-in Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vèhicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV system and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

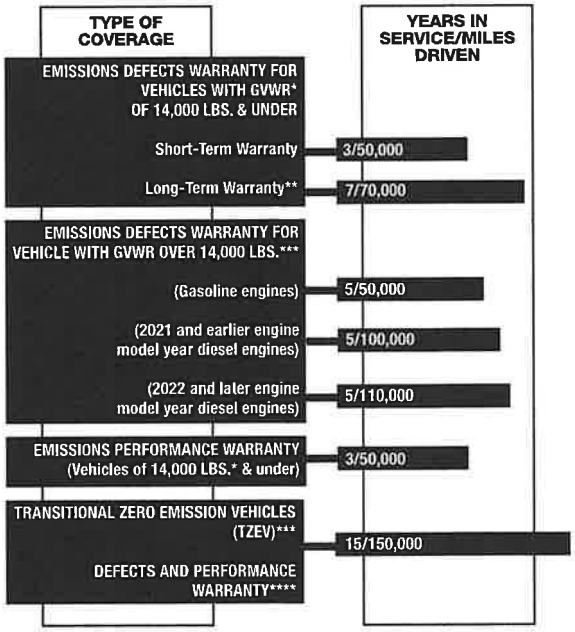
U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 22).

Emissions Warranties for California Certified Vehicles



* Gross Vehicle Weight Rating

** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up through 14,000 pounds GVWR).

*** Refer to your Vehicle Emission Control Information and Important Engine Information (if applicable) label for emissions certification information.

**** Except for the high voltage battery, which is covered for 10 years or 150,000 miles (whichever occurs first).

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state[1] that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

[1] Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up through 8,500 pounds GVWR) - California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington
- **Medium-Duty Passenger Vehicles** (up through 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up through 14,000 pounds GVWR) - California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New York, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up through 19,500 pounds GVWR) - California, Maine and Pennsylvania.

Vehicles Eligible for California Transitional Zero Emission Vehicle (TZEV) Emission Warranty Coverage

California Transitional Zero Emissions Vehicle (TZEV) extended emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state** that has adopted and is enforcing California TZEV emissions warranty regulations applicable to your vehicle at the time of repair, and
- Your vehicle is certified as a TZEV in California as indicated on the vehicle emission control information label.

**Subject to change, the following states have adopted and are enforcing California TZEV emission warranty regulations: California, Colorado, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island, and Vermont (NOTE: Delaware, Pennsylvania and Washington did not adopt the California TZEV emission warranty; standard California emission warranty coverage applies to all emission components. Oregon adopted high voltage battery TZEV warranty requirements only.)

For full details about coverage under California requirements for emissions control, see:

→ **Defects Warranties** (pages 32-41)
→ **Performance Warranty** (pages 32-35)
→ **What Is Covered?** (pages 36-41)
→ **What Is Not Covered?** (page 41)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2023-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 32-35, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever occurs first):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever occurs first):

If an emissions-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

For a list of the high-priced emission-related parts that are covered for 7 years or 70,000 miles, go to www.owner.ford.com /Owner Manuals.
Select the list that corresponds to the model and the model year of your vehicle. NOTE: This list is vehicle specific and may not be the same for all vehicles. It is based on the replacement cost of each specific part, which can vary between vehicle lines.

If Gross Vehicle Weight Rating is 8,501 lbs. through 14,000 lbs.:

- For 5 years or 50,000 miles (whichever occurs first) for components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
- **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

If Gross Vehicle Weight Rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline engines), 5 years or 100,000 miles (2021 and earlier engine model year diesel engines), and 5 years or 110,000 miles (2022 and later engine model year diesel engines) (whichever occurs first). Warranty coverage of 5 years or 50,000 miles (whichever occurs first) applies for components whose failure would increase the vehicle's emissions of air conditioning refrigerants. **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with greenhouse gas requirements are covered for 2 years or 24,000 miles, whichever comes first.

For Vehicles Eligible for California TZEV Emission Warranty Coverage

Except as noted below, for 15 years or 150,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

NOTE: The TZEV warranty period for the high-voltage battery is 10 years or 150,000 miles (whichever first occurs).

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

California Air Resources Board
9528 Telstar Avenue
El Monte, California 91731

WHAT IS COVERED?

If the parts on the following list contain an emissions-related defect, they are covered by the Defects Warranties.

- Aftertreatment Sensors
- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Anti-lock Brake System Module (Hybrid and Plug-in Hybrid vehicles only except Explorer hybrid)
- Battery Energy Control Module (BECM)
- Belt Integrated Starter Generator (Hybrid and Plugin Hybrid vehicles only)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve

- Glow Plugs (diesel only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV System and Oil Filler Cap
- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

COVERAGE FOR 2023 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS) UNDER LONG TERM DEFECTS WARRANTY
APPLICABLE ONLY TO CALIFORNIA-CERTIFIED VEHICLES REGISTERED IN A STATE THAT HAS ADOPTED AND IS ENFORCING CALIFORNIA EMISSION WARRANTY REGULATIONS
(Coverage for up to 7 years/70,000 miles, whichever first occurs)

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-in Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
Instrument Cluster (2)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Battery Energy Control Module								X	X				X			
On-Board Battery Charger (1)									X							
High Voltage Traction Battery								X	X				X			
Battery Integrated Starter Generator													X			
CS Sensor Ring		X													X	X
Powertrain Control Wiring Harness (4)		X		X	X			X	X	X						
Sensor Coolant Temp				X		X				X	X					
Powertrain Control Module (PCM) / Engine Control Module	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Knock Sensor (KS)						X				X	X					
Wire Assembly - Engine Control and Sensors (4)								X	X				X			
Dash Panel & Headlamp Junction Wiring (4)	X	X	X		X	X	X	X	X		X	X	X	X		
Interior Wiring Assembly (4)						X	X				X	X	X		X	X
Roof Wiring Harness (4)	X	X	X	X	X			X	X	X				X	X	X
Main Wiring Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rear Lamp Wiring Assembly (4)							X							X		
Fuel Sender Wiring Assembly (4)	X	X	X		X			X	X						X	X
Fuse Assembly (4)						X					X	X	X			
Main Body Wiring Harness (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HVEDS Charge Port Harness								X	X				X			
Main Jumper Wiring Assembly (4)	X	X	X		X	X		X	X	X	X	X	X	X	X	X
Molded Lead Frame Wiring Harness (4)	X		X	X						X					X	X
Transmission Harness Connector (4)				X						X						
DCDC Converter and Bracket Assembly								X	X				X			
ISC and Bracket Assembly								X	X				X			
Valve Assembly - Htr Wtr Control (4)								X	X				X			
Pump Assembly Htr (1)(4)									X							
A/C Compressor								X	X				X			
A/C Condenser								X	X				X			
Condenser to Evaporator Tube													X			
A/C Expansion Valve													X			
A/C Evaporator Assembly								X	X				X			
HVAC Controller (1)								X	X							
ABS Module								X	X							
ABS Electronic Control Module (4)								X	X							
Power Steering Wiring Assembly (4)														X		
Exhaust to Turbo Gasket														X		
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-in Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
Converter Heat Shield										X						
Catalytic Converter and Pipe															X	X
Exhaust Manifold & Catalyst Assembly		X			X			X	X							
Camshaft Timing Assembly	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Adjuster Assembly - Valve Lifter (4)			X	X	X	X	X	X	X	X	X	X	X	X	X	X
Arm Assembly - Valve Rocker (4)	X	X		X		X				X	X			X		
Valve Rocker Cover Assembly (RH, LH)			X	X	X	X	X			X	X	X	X	X		
Oil Pump Assembly (4)	X							X	X	X	X	X	X	X	X	
Oil Filter Tube Assy (4)			X		X											
Crankshaft Position Sensor (CKP)														X	X	X
Variable Camshaft Timing Assembly	X	X	X	X	X	X	X			X	X	X	X	X	X	X
Duct, Charge Air Cooler Cold										X						
Duct, Charge Air Cooler Hot			X	X						X						
Charge Air Cool Tube Assembly Inlet										X						
Charge Air Cool Tube Assembly Outlet				X						X						
Cylinder Head Temperature Sensor						X				X	X					
Camcover Gasket			X	X	X	X	X			X	X	X	X	X		
Turbocharger	X	X	X	X	X	X	X			X	X			X		X
Charge Air Cooler	X	X	X		X	X					X			X		
Catalytic Converter Gasket					X											
Engine Variable Camshaft Timing Solenoid				X	X	X	X				X	X	X	X		
Hybrid Powertrain Control Module (1)									X							
Transmission/Diff Assembly (4)						X	X				X	X		X	X	X
Transmission Control Assembly (4)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Inverter System Controller (1) (4)									X							
Transmission Harness Connector (4)														X		
Transmission Torque Clutch Solenoid Assembly (4)	X	X	X	X	X			X	X	X					X	X
Transmission Internal MLF Wiring Harness (4)	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X
Pressure Regulator Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Solenoid Assembly	X	X	X	X	X			X	X	X						
Pressure Regulator Solenoid Assembly	X	X	X	X	X			X	X	X					X	X
Output Shaft Speed (OSS) Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Fluid Temperature (TOT) Sensor	X	X	X	X	X			X	X	X					X	X
Transmission Range Sensor / Detent Assembly	X	X	X	X	X			X	X	X	X	X	X	X	X	X
Transmission Solenoid - 5R110W	X	X	X	X	X			X	X	X					X	X
Turbine/Input Shaft Speed (TSS) Sensor Assembly															X	X
Emotor Front Module													X			
Thermostat Assembly						X					X					
Fan Shroud Harness (4)				X						X						
Valve Assembly - Htr Wtr Control (1)(4)								X	X							
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Tank Sender and Outlet Tube Assembly				X				X	X	X						

Part Number	1.5L Bronco Sport (3)	1.5L Escape (3)	2.0L Bronco Sport (3)	2.0L Edge (3)	2.0L Escape (3)	2.3L Explorer (3)	2.3L Ranger (3)	2.5L Hybrid Escape	2.5L Plug-In Hybrid Escape	2.7L Edge (3)	3.0L Explorer (3)	3.3L Explorer	3.3L Hybrid Explorer	3.5L Expedition (3)	3.5L Transit	3.5L Transit (3)
High Pressure Fuel Pump	X	X	X	X	X	X		X	X	X		X	X		X	X
Intake Manifold		X			X						X	X	X		X	X
Exhaust Manifold (Right Hand)												X	X	X	X	X
Exhaust Manifold (Left Hand)												X	X	X	X	X
Intake Manifold Gasket					X											
Intake Manifold Gasket LH		X														
Exhaust Manifold Gasket					X	X	X			X	X	X	X	X	X	X
Flat/Ring Exhaust Gasket		X				X				X				X	X	X
Fuel Tank Shield		X		X	X			X	X	X						
Fuel Injection Fuel Supply Manifold Assembly			X	X	X		X			X	X	X	X	X	X	X
Fuel Tube Return Line to Tank End		X		X	X			X	X	X						
EGR Valve Assembly														X		
Carbon Canister and Bracket Assembly				X						X					X	X
Rear Vapor Line Assembly Tank to Vapor Blocking Valve (VBV)						X					X	X	X			
EGR Outlet Pipe Gasket							X									
Inlet Tube (EGR)							X									
EGR Cooler and Bypass Valve						X	X									
EGR Tube to Manifold Connector												X	X	X	X	
Fuel Injector				X		X	X			X	X			X	X	X
Fuel Injector Fuel Supply Manifold												X	X	X	X	
Fuel Injector Charge Assembly			X	X			X			X	X	X	X	X	X	X
Injection Pressure Sensor										X	X	X	X			
Turbocharger			X	X	X	X	X									
Turbocharger Actuator Kit			X	X	X	X	X							X		
Direct Fuel Injector				X		X	X			X	X			X	X	
Fuel Delivery Module		X		X	X	X		X	X	X	X	X	X	X	X	X
Fuel Tube Supply	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fuel Supply Line Tank to Bundle			X	X						X	X		X		X	X
Sensor to Rail Fuel Line	X		X	X						X	X	X		X		
Fuel Pump to Fuel Rail Tube				X						X	X	X	X	X	X	X
EGR Pressure Sensor						X				X						
Tank Assembly (without straps)				X			X			X				X		
Turbocharger Control Solenoid																X
Intake Manifold Lower												X	X		X	X
Exhaust/Emission Control Wire Assembly (4)															X	X
Exhaust to Turbo Gasket		X												X		X
Turbo Exhaust Adapter																X
Compressor Bypass Valve														X		
EGR Outlet Temperature Sensor						X										

(1) For Plug-In Hybrid Vehicles Only
(2) For Service Engine Soon/Malfunction Indicator Lamp (MIL) Functionality Concerns Only
(3) For EcoBoost/ Turbocharged Engine Only
(4) For MIL Illumination Only
(5) For Non-EcoBoost Engine Only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Ford will cover damages to other vehicle components proximately caused by a failure under warranty of any warranted part.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage due to abuse, neglect, improper maintenance, or unapproved modifications.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

Under the Federal and California emissions warranties, Ford will repair or replace covered parts if they are properly installed Ford parts or the equivalent, or non-Ford parts that have been certified by the U.S. EPA or the California Air Resources Board (CARB). Ford is not responsible for the cost of repairing or replacing non-Ford parts that are not equivalent to Ford parts or that have not been certified by EPA or CARB.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or the equivalent, or EPA- or CARB-certified parts, without voiding your emissions warranty coverage for future repairs during the applicable warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual.** Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 47.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Protect Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get more protection for your new car or light truck by purchasing a Ford Protect. Ford Protect service contracts are backed by Ford Motor Company or Ford Motor Service Company. Ford Protect plans provide up to 8 years and 150,000 miles of coverage.

They provide:

- benefits during the warranty period, depending on the plan you purchase can be: reimbursement for a rental vehicle, protecting against tire and wheel road hazard damage, coverage for certain maintenance and wear items, lost key replacement, other plans are available;
- protection against covered repair costs and continuing Roadside Service Assistance benefits after your Bumper to Bumper Warranty expires.

You may purchase Ford Protect from any Ford Motor Company dealer or see our website at fordprotect.ford.com. There are several Ford Protect plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving and vehicle ownership needs, including reimbursement for towing and rental.

When you purchase Ford Protect, you receive peace-of-mind protection throughout the United States, Canada and Mexico, provided by a network of more than 3,200 Ford Motor Company dealers.

NOTE: Repairs performed outside the United States, Canada, Mexico, Guam or Puerto Rico, Virgin Islands, American Samoa and District of Columbia are not eligible for Ford Protect coverage.

This information is subject to change. Ask your dealer for complete details about Ford Protect coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under the Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
1676 International Drive, Suite 550
McLean, VA 22102

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called "lemon laws" - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel over pressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

Hale Products Inc. • A Unit of IDEX Corporation
700 Spring Mill Avenue • Conshohocken, PA. 19428
Phone: 610-825-6300 • Fax: 610-825-6440
www.haleproducts.com

Hale Products Inc. Limited Standard Warranty

(Fire Service Applications Only)*

EXPRESS WARRANTY: Hale Products, Incorporated ("Hale") hereby warrants to the original buyer that products manufactured by Hale are free of defects in material and workmanship for a period of five (5) years from the date the product is first placed into service or five and one-half (5-1/2) years from date of shipment by Hale, whichever period shall be first to expire. Within this warranty period Hale will cover parts and labor for the first two (2) years and parts only for years three (3) through five (5).

LIMITATIONS: HALE'S obligation is expressly conditioned on the Product being:

- Subjected to normal use and service.
- Properly installed and maintained in accordance with HALE'S Instruction Manual and Industry Standards as to recommended service and procedures.
- Not damaged due to abuse, misuse, negligence or accidental causes.
- Not altered, modified, serviced (non-routine) or repaired other than by an Authorized Service facility.
- Manufactured per design and specifications submitted by the original buyer.
- Used with an appropriate engine as determined by the engine manufacturers published data.
- Excluded are normal wear items identified as but not limited to packing, strainers, anodes, filters, light bulbs, intake screens, wear rings, mechanical seals, etc.

THE ABOVE EXPRESS LIMITED WARRANTY IS EXCLUSIVE. NO OTHER EXPRESS WARRANTIES ARE MADE. SPECIFICALLY EXCLUDED ARE ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; COURSE OF DEALING; USAGE OF TRADE; OR PATENT INFRINGEMENT FOR A PRODUCT MANUFACTURED TO ORIGINAL BUYER'S DESIGN AND SPECIFICATIONS.

EXCLUSIVE REMEDIES: If Buyer promptly notifies HALE upon discovery of any such defect (within the Warranty Period), the following terms shall apply:

- Any notice to HALE must be in writing, identifying the Product (or component) claimed defective and circumstances surrounding its failure.
- HALE reserves the right to physically inspect the Product and require Buyer to return same to HALE'S plant or Authorized service Facility.
- In such event, Buyer must notify HALE for a Return Goods Authorization number and Buyer must return the Product F.O.B. within (30) days thereof.
- If determined defective, HALE shall, at its option, repair or replace the Product, or refund the purchase price (less allowance for depreciation).
- HALE's reimbursement covers only the standard labor and Hale components required for the removal, repair, and/or re-installation of HALE supplied Product.
- HALE's reimbursement does not cover the standard labor or components for the removal and reinstallation of non-HALE supplied components.
- Absent proper notice within the Warranty Period, HALE shall have no further liability or obligation to Buyer therefore.

THE REMEDIES PROVIDED ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. IN NO EVENT SHALL HALE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE; PERSONAL INUURY; DAMAGE TO REAL OR PERSONAL PROPERTY DUE TO WATER OR FIRE; TRADE OR OTHER COMMERICAL LOSSES ARISING, DIRECTLY OR INDIRECTLY OUT OF PRODUCT FAILURE.

FIRE SUPPRESSION GROUP

** Portable and float pumps, non-fire service applications, skids and trailer products sold by Hale are not covered by this warranty document.*

APR PLASTIC FABRICATING, INC.
2312 Cass St., Fort Wayne, IN 46808 | 260.482.8523 | aprfiretanks.com

Limited Lifetime Warranty – Fabricated Fire Vehicle Tanks and/or Bodies

APR Plastic Fabricating, Inc. , hereinafter referred to as **Seller**, warrants that these goods manufactured and sold by **Seller** will be free from defects in material and workmanship for a period of time equal to the service life of the original vehicle in which they were installed **(one year maximum outside North America)**. For this warranty to have full effect, the vehicle must be in active service (for it's designed purpose) at the time any defect is discovered.

This warranty is transferable (subject to the approval of the **Seller**) within North America by written notification of **Seller** within thirty (30) days of vehicle transfer date.

Seller's obligation under this warranty is solely limited to repairing or replacing, at **Seller's** option, any part of the goods found to be defective within the warranty period. Reasonable costs to remove and reinstall defective product incurred by vehicle manufacturer, or its specific assigns, will be payable by **Seller**. Costs for travel outside North America will not be covered under this warranty.

This warranty is conditioned upon receipt by **Seller** of prompt notice of the claimed defect, including a description of the defect and of its discovery, substantiating photographs, and an opportunity made for **Seller** (or it's assigned agents) to inspect the goods in the buyer's or end user's facility. Notification must be made in writing or by calling Toll Free 1-800-352-8265. **Seller** will dispatch a repair technician within **48** hours of notification in the event the vehicle has been rendered out-of-service **(Response time only valid in North America)**. Seller will send a repair technician to arrive at a mutually satisfactory time if the vehicle is still in service. Product must be identifiable by serial number for this warranty to be effective.

This warranty does not apply to goods damaged by misuse, neglect, accident, or physical damage to goods that have been improperly applied. This warranty does not apply to the costs of installation, reinstallation, normal operation, or normal maintenance of any warranted goods.

Installation or modification (subsequent to initial sale) performed by **Seller** will be covered under separate warranty.

Any alteration of warranted goods by persons other than **Seller**, or its specific assigns, will void warranty.

Seller makes no additional warranties, either express or implied, as to any of the goods sold and in particular Seller makes no other warranties of merchantability or fitness for any particular purpose.

In no event shall **Seller** be liable for failure of the goods to comply with any federal, state or local laws or for incidental or consequential damages including loss of profits, or any other type of damage which may be caused in whole or in part by any failure, defect or other problem of the goods sold by seller.

The above is intended to apply to product described in **Seller's** quote or purchase agreement number

QT/ Serial #: _____ **DWG #:** _____ **PO #:** _____

This Warranty Certificate is Valid only if signed by Seller's authorized representative.

Signed: Phil Falls **Date:** _____

MIDWEST FIRE

Midwest Fire Service

We understand how important the issue of service is for you and your department. With hundreds of Midwest Fire apparatus in the field, we have over three decades of experience in providing ongoing support after delivery.

We make every effort to ensure that your new Midwest Fire apparatus leaves our manufacturing facility at 100% operating level – all chassis, apparatus, and sub-components included. Your apparatus was built with comprehensive quality control and inspected at multiple key points throughout the construction process and although we take these exhaustive steps to ensure quality and operational function, we understand that at times there's a need for service or repair of your apparatus.

Midwest Fire will work with your trusted local service center to perform the necessary repairs for your Midwest Fire truck. If you do not have a preferred service center, Midwest Fire can locate and contract with an appropriate service center to undertake the work required.

In the state of Texas, our franchised dealer Rescue Ops LLC is available to provide mobile service for all warranty and service required.

Because you are able to call us direct, your request for service will get immediate attention. Midwest Fire makes it a priority to support our customers after delivery of their apparatus. For all inquiries regarding service or warranty, please contact General Manager Brett Jensen for immediate assistance. Our facility is open Monday-Friday, 8 am-5 pm.

Midwest Fire Equipment & Repair Company
901 Commerce Road
PO Box 524
Luverne, MN 56156

Toll Free: 1.800.344.2059 Fax 1.507.283.9142 Info@MidwestFire.com

WARRANTY POLICY OF MIDWEST FIRE

MIDWEST FIRE.

The information contained in this Warranty Policy explains the coverage for the apparatus provided by Midwest Fire Equipment & Repair Company, herein referred to as Midwest Fire. A copy of this policy should be kept on file with the delivery documents for the apparatus.

OBTAINING WARRANTY SERVICE

Contact Midwest Fire to arrange authorized service. All claims under this Limited Warranty, and prior to any work started, must be submitted in writing to Midwest Fire within the warranty period as stated herein. For questions regarding this Limited Warranty, contact Midwest Fire (1-800-344-2059.)

EFFECTIVE WITH VEHICLES BUILT JANUARY 1, 2010 OR LATER LIMITED WARRANTY FOR FIRE TRUCK MODELS OFFERED BY MIDWEST FIRE warrants to the original Purchaser that Midwest Fire apparatus and component parts thereof are, at the time of purchase, free from defects in material and workmanship and will remain free from such defects under normal use after delivery to the Purchaser as provided herein. Warranty shall begin at the time of delivery unless otherwise approved by Midwest Fire. The delivery limitations as set forth herein shall run from the date of delivery to the Purchaser in the United States of America and Canada.

BASIC VEHICLE COVERAGE

Basic Vehicle Warranty, Twelve (12) Months, Unlimited Mileage

The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair or replacement at a trusted service location or by the Purchaser upon agreement prior to service. Midwest Fire, at its option, will repair or replace any part of this vehicle which proves defective in material and/or workmanship in normal use and service, with new or rebuilt parts, for the first twelve (12) months from new vehicle delivery date. This warranty is not transferable except by prior written agreement with Midwest Fire. Exceptions are listed below under *What Is Not Covered.*

BODY SUB-STRUCTURE – TWENTY-FIVE (25) YEARS, Unlimited Mileage

Midwest Fire warrants to the original purchaser only, that the sub-structure fabricated by Midwest Fire, under normal use and with reasonable maintenance, will be structurally sound and will remain free from defect in materials or workmanship or corrosion perforation for a period of twenty-five (25) years. Warranty does not apply to items covered by separate warranty included but not limited to: Hardware, moldings, and other accessories attached to the sub-structure. In addition, this warranty does not apply to sub-structures, or any part or accessory attached to this sub-structure, manufactured by an outside vendor.

METAL BODY WARRANTY – TEN (10) YEARS, Unlimited Mileage

Midwest Fire warrants to the original purchaser only, that a body fabricated by Midwest Fire, under normal use and with reasonable maintenance, will be structurally sound and will remain free from defect in materials or workmanship or corrosion perforation for a period of ten (10) years. Warranty does not apply to items covered by separate warranty included but not limited to: Hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to bodies, or any part or accessory attached to this body, manufactured by an outside vendor.

Midwest Fire will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery, not due to misuse, negligence, or accident.

The extent of warranty repair shall be determined solely by Midwest Fire, and shall be performed only at the factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be the responsibility of the purchaser. Midwest Fire will not be liable for consequential damages and under no circumstances will its liability exceed the price for a defective body or sub-structure. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Midwest Fire will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

PAINT WARRANTY - TEN (10) YEARS, Unlimited Mileage

The PPG paint performance guarantee will cover the areas of the vehicle finished with the specified product for a period of ten (10) years beginning from the day the vehicle is delivered to the purchaser. The warranty as outlined on the guarantee certificate will provide coverage for the following paint failures:

Guarantee Inclusions:

Full apparatus body manufactured and painted by Midwest Fire:

1. Peeling or delaminating of the topcoat and/or other layers of paint.
2. Cracking or checking.
3. Loss of gloss caused by cracking, checking, or hazing.

COMPONENT COVERAGE

Parts, components, or accessories not manufactured by Midwest Fire described within are given warranty coverage of variable time periods. Parts, components, or accessories include, but not limited to; Chassis & chassis components, water tanks, pumps, electric and electronic equipment, valves, etc. Such components or accessories are covered by the respective warranties of the manufacturers there-of. These warranties may be, in some cases, less than twelve (12) months. The producers of these components or accessories or their local servicing agents should be contacted for prompt corrective warranty action.

WHAT IS NOT COVERED

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components which have had unauthorized alterations or modifications.
- Loss of time or use of the vehicle, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by Midwest Fire unless prior arrangements have been made be-tween the Purchaser and Midwest Fire.
- *Chassis including but not limited to;* Frame side rails, Cab & Cowl structure with components, Diesel engines/electronics and attached accessories (e.g., fan clutch, alternator, starter, etc.), Front & rear axles and Prop-shaft, Transmission, Brakes, Tires, or any other component installed and present on the chassis when delivered to the Midwest Fire for final body assembly.

This warranty does not apply, or include coverage for defects attributable to damage resulting from the following:

(i) misuse, abuse, accident, neglect, negligence, vandalism, fire, riot, war, or Acts of God;

(ii) Structural or other modifications or alteration without prior express written authorization by Midwest Fire;

(iii) Repair or attempt-ed repair by unauthorized persons;

(iv) Replacement of original components with substitutes without prior express written authorization by Midwest Fire;

(v) Failure to perform routine preventative maintenance as customarily accepted within the industry or failure to provide proof of such preventative maintenance having been performed;

(vi) Exposure to corrosives, contaminants, chemicals, salt, irradiation or atmospheric or environmental conditions;

(vii) Usage or loading in excess of recommended capacities or in non-standard applications, including off-road.

(viii) Fading or discoloration of paint, lettering or decals; _____

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRAN-TY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPA-NY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FUR-THER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Any provisions of this Limited Warranty which is prohibited or not enforceable in any juris-diction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or non-enforceability without invalidating the remaining provisions hereof, and any such prohibition or non-enforceability in any jurisdiction shall not invalidate or render non-enforceable any such provisions in any other jurisdiction.

MIDWEST FIRE.

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

List of Warranties – All-Poly Series Tankers, Pumpers, Quick Attacks

- Freightliner (Basic Vehicle): 2 years / unlimited miles
  - Chassis Drivetrain: 2 years / unlimited miles
  - Chassis Frame Rails: 5 years / unlimited miles
  - Cummins Engine & Allison Transmission: 5 years / 100,000 miles
  - Cab and Chassis Electrical: 1 year / 100,000 miles
- Pump Hale: 5 years Darley: 10 years Waterous: 7 years
- Poly Tank: Lifetime
- Poly Body: Lifetime
- PPG Paint (Tank/Body): 10 years
- LED Lighting: 5 years
- Midwest Fire Plumbing workmanship: 10 years
- Midwest Fire Electrical workmanship: 10 years
- Midwest Fire Bumper to Bumper: 1 year
- Body Sub-Structure: 25 years

*All warranty certificates will be provided at time of delivery

MIDWEST FIRE.

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December 27th, 2023

RE: CARB Regulations – Town of Dundee; Mini-Pumper

Dear Midwest Fire Customer,

The purpose of this document is to make you aware that the CARB compliant emission warranty covers certain engine, aftertreatment and chassis components that are critical to the emission system of the vehicle. A CARB compliant emission warranty code is required for CARB Compliance. Vehicles designated as non-CARB cannot be converted to CARB after the truck is manufactured.

Our original equipment manufacturer (OEM) chassis dealers have informed us that emergency vehicles are exempt and do not require CARB. Although emergency vehicles are believed to be exempt, certain states, counties or municipalities may still require your fire truck to be CARB compliant. Midwest Fire cannot and does not offer legal advice regarding CARB regulation requirements for your state, county, or municipality.

It is the responsibility of the fire department to inform Midwest Fire if your truck needs to be CARB compliant.

By signing this document, you are agreeing to a non-CARB compliant chassis.

As always, thank you for choosing Midwest Fire Equipment & Repair Company.

Respectfully,

Newt Johnson
Account Representative
Midwest Fire

Acknowledged by:

_____

Joseph Carbone, Fire Chief
Town of Dundee Fire Department; Dundee, FL

MIDWEST FIRE

901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

LETTER OF UNDERSTANDING

This Letter of Understanding will memorialize the agreement between Midwest Fire Equipment & Repair Company (Midwest Fire) and the Town of Dundee. This document pertains to a fire apparatus to be manufactured by Midwest Fire, One (1) All-Poly Series Mini-Pumper.

Timing/Delivery of Truck Chassis:

- The Town of Dundee apparatus project will be added to the next available slot in the Midwest Fire production schedule (currently estimated to be in November of 2025).
- To maintain the typical production timeline, Midwest Fire requires that the truck chassis be onsite, at its Luverne, MN facility, not later than 8/01/25. If the truck chassis is not delivered by this date, Town of Dundee understands & acknowledges that Midwest Fire may reprice cost of the apparatus.

Midwest Fire will do everything possible to maintain the production schedule & pricing extended on this fire apparatus project. However, given the open-ended availability of truck chassis, Midwest Fire is unable to extend apparatus pricing beyond the dates detailed above.

ACKNOWLEDGED AND AGREED TO BY:

Midwest Fire Equipment and Repair Company

_____

Sarah J. Atchison, Owner/President & CEO

Date: _____

Town of Dundee

Dundee Fire Department

_____

Joseph Carbone, Fire Chief

Date: _____

Prepared for: Newt Johnson, Midwest Fire Equipment and Repair

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Client Proposal

Prepared by:
James Cantrell
Office: 601-825-2801
Date: 12/27/2023

Gray-Daniels Ford | 201 Octavia Drive, Brandon, Mississippi, 390422437
Office: 601-825-2801 | Fax: 601-591-2649

Prepared for: Newt Johnson
Midwest Fire Equipment and Repair
Prepared by: James Cantrell
12/27/2023 Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

As Configured Vehicle

Description

Base Vehicle Price (W5H)

Order Code 660A

Includes:
- Transmission: TorqShift 10-Speed Automatic
10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.
- Tires: 225/70Rx19.5G BSW A/P
- Wheels: 19.5" x 6" Argent Painted Steel
Hub covers/center ornaments not included.
- Radio: AM/FM Stereo w/MP3 Player
Includes 6 speakers.
- SYNC 4 Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.

Includes:
- Dual 68 AH/65 AGM Battery

Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.

Limited Slip w/4.30 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.

Tires: 225/70Rx19.5G BSW A/P

Wheels: 19.5" x 6" Argent Painted Steel

Hub covers/center ornaments not included.

Stainless Steel Wheel Covers (Pre-Installed)

Front and rear.

Vinyl 40/Mini-Console/40 Front Seat

Includes driver's side manual lumbar.

Monotone Paint Application

203" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 6 speakers.

Includes:
- SYNC 4 Communications & Entertainment System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
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Midwest Fire Equipment and Repair
Prepared by: James Cantrell
12/27/2023 Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

As Configured Vehicle (cont'd)

Description

Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

Extra Heavy-Duty Front End Suspension - 7,500 GAWR

Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.

High Capacity Trailer Tow Package

Includes trailer brake wiring kit. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.

Engine Block Heater

Transfer Case Skid Plates

Dual 68 AH/65 AGM Battery

Platform Running Boards

Center High-Mounted Stop Lamp (CHMSL)

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

50-State Emissions System

Race Red

Medium Dark Slate w/Vinyl 40/Mini-Console/40 Front Seat

Bostrom Crew Seats

One H.O. Bostrom SCBA Front Passenger Crew Seat
Two H.O. Bostrom SCBA Rear Passenger Crew Seats (Mounted in Outboard Positions)
Load and Lock Mounting Brackets with Safety Strap
Flip Up Padded Headrest
Waterproof Fabric Cushions
Certified to meet Federal FMVSS Requirements

plus

One non-SCBA rear seat (Mounted in Center Position)

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Midwest Fire Equipment and Repair
Prepared by: James Cantrell
12/27/2023 Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Selected Equip & Specs

Dimensions

• Conventional Capacity: 18,500 lbs. * **GCWR: 43,000 lbs. * Fifth-wheel towing capacity: 33,100 lbs. * Gooseneck towing capacity: 33,300 lbs.** • Vehicle body length: 289.2" • Vehicle body width: 80.0" • Vehicle body height: 81.7" • Wheelbase: 203.0" • Front track: 74.8" • Rear track: 74.0" • Vehicle turning radius: 28.6' • Cab to axle: 84.0" • Rear tire outside width: 93.9" • Axle to end of frame: 47.2" • Frame section modulus: 12.7 cu.in. • Frame yield strength (psi): 50000.0 • Frame rail width: 34.2" • Front bumper to front axle: 38.3" • Front bumper to back of cab: 158.1" • Front brake diameter: 15.4" • Rear brake diameter: 15.8" • Interior rear cargo volume with seats folded: 52.1 cu.ft. • Max interior rear cargo volume: 52.1 cu.ft. • Total passenger volume: 131.7 cu.ft. • Headroom first-row: 40.8" • Headroom second-row: 40.4" • Leg room first-row: 43.9" • Leg room second-row: 43.6" • Shoulder room first-row: 66.7" • Shoulder room second-row: 65.9" • Hip room first-row: 62.5" • Hip room second-row: 64.7"

Powertrain

* **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP** • Engine cylinders: V-8 * **Compression ignition system * Horsepower: 330 HP@2200 RPM * Torque: 950 lb.-ft.@1800 RPM * Engine block heater** • Radiator • Auxiliary power take-off * **Engine retarder system** • 10-speed automatic • Part-time 4WD • Four-wheel drive * **Recommended fuel: diesel * Mechanical limited slip differential** • Driveline managed traction control • Auto locking hub control • Electronic transfer case shift

Fuel Economy and Emissions

* **Diesel secondary fuel type** • Federal emissions

Suspension and Handling

• Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill Start Assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs * **Rigid axle rear suspension** • Leaf spring rear suspension • Rear anti-roll bar • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness * **Running boards** • 4 doors • Clearcoat paint • Monotone paint • Black fender flares • Black side window trim • Black windshield trim • Black door handles • Black front bumper • Black front bumper rub strip • 2 front tow hooks • Black grille • Black door mirrors • Manual extendable trailer mirrors • Convex spotter in driver and passenger side door mirrors • Turn signal indicator in door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • LT225/70RS19.5 AS BSW front and rear tires • 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

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Midwest Fire Equipment and Repair
Prepared by: James Cantrell
12/27/2023 Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Selected Equip & Specs (cont'd)

• Power door locks with 2 stage unlocking • Keyfob activated door locks • All-in-one remote fob and ignition key • Cruise control with steering wheel mounted controls • FordPass Connect smart device vehicle start control • Day/Night rearview mirror • Power first-row windows * **Partial floor console** • Fixed rear windshield • Illuminated locking glove box • Illuminated glove box • Front beverage holders • Rear beverage holders • 8 beverage holders • Instrument panel covered bin • Dashboard storage • Retained accessory power • PRND in IP • Trip computer • Upfitter switches • Over the air updates

Comfort

• Manual climate control • Cabin air filter • Rear under seat climate control ducts • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

* **Seating capacity: 5** * **Bucket front seats** • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Split-bench rear seat • Height adjustable rear seat head restraints • Manual driver seat lumbar • Vinyl front seat upholstery

Entertainment Features

• 2 total number of 1st row displays • 8 inch primary LCD display • Primary touchscreen display • AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Speakers number: 6 • Standard grade speakers • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

• Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • In-radio display clock • Compass • Exterior temperature display • Driver information center • Gauge cluster display size (inches): 4.20 • Tachometer • Engine/electric motor temperature gauge * **Turbo/supercharger boost gauge** • Transmission fluid temperature gauge • Engine hour meter * **Diesel exhaust fluid (def) gauge** • Light tinted windows • Aero-composite headlights • Halogen headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Front reading lights • Illuminated entry • Rear reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights * **High mounted center stop light** • Remote activated perimeter approach lighting • Fade interior courtesy lights

Technology and Telematics

• SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • AppLink/Apple CarPlay and Android Auto smart device wireless mirroring • FordPass Connect 5G mobile hotspot internet access • 2 USB ports

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Midwest Fire Equipment and Repair
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12/27/2023

Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Selected Equip & Specs (cont'd)

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • 6 airbags • Front height adjustable seatbelts • SecuriLock immobilizer • Remote panic alarm • Lane Departure Warning • Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation • Manual rear child safety door locks

Dimensions

General Weights

* **Curb weight**	**8,312 lbs.**	* **Rear curb weight**	**3,334 lbs.**
* **GVWR**	**19,500 lbs.**	* **Payload**	**11,150 lbs.**

Trailering Weights

* **Fifth-wheel towing capacity**	**33,100 lbs.**	* **Gooseneck towing capacity**	**33,300 lbs.**
Conventional capacity	18,500 lbs.	* **GCWR**	**43,000 lbs.**

Front Weights

* **Front curb weight**	**4,978 lbs.**	* **GAWR front**	**7,500 lbs.**
* **Axle capacity front**	**7,500 lbs.**	* **Spring rating front**	**7,500 lbs.**
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* **GAWR rear**	**14,706 lbs.**	* **Axle capacity rear**	**14,706 lbs.**
* **Spring rating rear**	**14,706 lbs.**	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.2"

Exterior Measurements

Vehicle body length	289.2"	Vehicle body width	80.0"
Vehicle body height	81.7"	Wheelbase	203.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.3"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	28.6'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

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Midwest Fire Equipment and Repair
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12/27/2023

Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Selected Equip & Specs (cont'd)

Interior Measurements

Max interior rear cargo volume ..... 52.1 cu.ft.

Interior rear cargo volume with seats folded ..... 52.1 cu.ft.

Interior Volume

Total passenger volume ..... 131.7 cu.ft.

Headroom

Headroom first-row ..... 40.8"

Headroom second-row ..... 40.4"

Legroom

Leg room first-row ..... 43.9"

Leg room second-row ..... 43.6"

Shoulder Room

Shoulder room first-row ..... 66.7"

Shoulder room second-row ..... 65.9"

Hip Room

Hip room first-row ..... 62.5"

Hip room second-row ..... 64.7"

Powertrain

Engine

* **Engine** **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**

* **Valves per cylinder** **4**

Engine cylinders V-8

Engine location ..... Front mounted engine

* **Ignition** ..... **Compression ignition system**

Engine mounting direction ..... Longitudinal mounted engine

Engine block material ..... Iron engine block

Cylinder head material ..... Aluminum cylinder head

Engine Specs

* **Displacement** **6.7L**
* **cc** ..... **405.9 cu.in.**
* **Bore** ..... **3.9"**
* **Stroke** ..... **4.25"**
* **Compression ratio** **15.2**

SAEJ1349 ..... AUG2004 compliant

Engine Power

* **Horsepower** ..... **330 HP@2200 RPM**
* **Torque** ..... **950 lb.-ft.@1800 RPM**

Alternator

Alternator amps 250A

Alternator type ..... Heavy-duty alternator

Battery

* **Battery amps** **68Ah**
* **Battery type** ..... **Dual lead acid battery**

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Midwest Fire Equipment and Repair
Prepared by: James Cantrell
12/27/2023 Gray-Daniels Ford | 201 Octavia Drive Brandon Mississippi | 390422437

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Selected Equip & Specs (cont'd)

Battery rating	750CCA	Battery run down protection	Battery run down protection
Engine Extras			
* **Block heater**	**Engine block heater**	Radiator	Radiator
Auxiliary power take-off	Auxiliary power take-off	* **Engine retarder**	**Engine retarder system**
Transmission			
Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
* **Axle ratio**	**4.3**		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			
* **Fuel type**	**diesel**		
Fuel Tank			
* **DEF capacity**	**7.20 gal.**	Fuel tank capacity	40.00 gal.
Drive Feature			
* **Limited slip differential**	**Mechanical limited slip differential**	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Fuel Economy and Emissions

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Price Level: 420

Selected Equip & Specs (cont'd)

Fuel Economy

- *** Secondary fuel type** ..... **Diesel secondary fuel type**

Emissions

- Emissions ..... Federal emissions

Suspension and Handling

Suspension

- Suspension ..... Firm ride suspension
- Front shock absorbers ..... Heavy-duty front shock absorbers
- Rear shock absorbers ..... Heavy-duty rear shock absorbers

Driveability

Brakes

- Brake type ..... 4-wheel disc brakes
- Ventilated brakes ..... Front and rear ventilated disc brakes
- ABS brakes ..... Four channel ABS brakes
- ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

- Hill start assist ..... Hill Start Assist
- Brake assist system ..... Brake assist system

Front Suspension

- Anti-roll bar front ..... Front anti-roll bar
- Suspension ride type front ..... Mono-beam rigid axle front suspension

Front Spring

- *** HD front springs** ..... **Heavy-duty front springs**
- Springs front ..... Front coil springs

Rear Spring

- Springs rear ..... Rear leaf springs
- Rear springs ..... Heavy-duty rear springs

Rear Suspension

- Anti-roll bar rear ..... Rear anti-roll bar
- Suspension type rear ..... Leaf spring rear suspension
- *** Suspension ride type rear** ..... **Rigid axle rear suspension**

Steering

- Steering ..... Hydraulic power-assist steering system
- Steering type ..... Re-circulating ball steering

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Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"

Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"

Front And Rear Wheels

Appearance	argent	Material	steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Front wheel - RPM	647

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Rear wheel - RPM	647

Body Exterior

Trailering

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* **Running boards**	**Running boards**
* **Skid plate**	**1 underbody skid plate**	Front splash guards	Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors

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Selected Equip & Specs (cont'd)

Tires

Front tires LT load rating ..... G

Rear tires LT load rating ..... G

Wheels

Dual rear wheels ..... Dual rear wheels

* **Wheel covers** ..... **Stainless steel wheel covers**

Convenience

Door Locks

Door locks ..... Power door locks with 2 stage unlocking

Keyfob door locks ..... Keyfob activated door locks

All-in-one key ..... All-in-one remote fob and ignition key

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ..... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors

Folding door mirrors ..... Manual folding door mirrors

Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Floor Console

* **Floor console** ..... **Partial floor console**

* **Floor console storage** ..... **Floor console storage**

Overhead Console

Overhead console ..... Full overhead console

Overhead console storage ..... Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

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Selected Equip & Specs (cont'd)

Power Outlets

12V power outlets ..... 2 12V power outlets

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders ..... 8 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Illuminated locking glove box
Illuminated glove box ..... Illuminated glove box
Instrument panel storage ..... Instrument panel covered bin
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Upfitter switches ..... Upfitter switches
Accessory power ..... Retained accessory power
Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control
Cabin air filter ..... Cabin air filter
Rear under seat ducts ..... Rear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

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Selected Equip & Specs (cont'd)

Steering wheel telescopic ..... Manual telescopic steering wheel
Steering wheel tilt . Manual tilting steering wheel
Steering wheel material Urethane steering wheel

Seats and Trim

Seat Capacity

* **Seating capacity** **5**

Front Seats

Driver seat direction ..... Driver seat with 4-way directional controls
Passenger seat direction .. Front passenger seat with 4-way directional controls
Reclining passenger seat ..... Manual reclining passenger seat
Front head restraints ..... Height adjustable front seat head restraints
Reclining driver seat Manual reclining driver seat
Driver seat fore/aft control ..... Manual driver seat fore/aft control
* **Split front seats** ..... **Bucket front seats**
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraint control ..... Manual front seat head restraint control

Rear Seats

Bench seats ..... Split-bench rear seat
Folding second-row seats ..... 60-40 folding rear seats
Rear seat folding position ..... Fold-up rear seat cushion
Rear head restraint control ..... Manual rear seat head restraint control
Rear seats fixed or removable ... Fixed rear seats
Rear seat direction ..... Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery
Front seatback upholstery ... Vinyl front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

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Selected Equip & Specs (cont'd)

Entertainment Features

LCD Displays

Primary touchscreen display: Primary touchscreen display
LCD primary display size: 8 inch primary LCD display
Number of first-row LCD displays: 2 total number of 1st row displays

Radio Features

External memory: SYNC 4 external memory control
Seek scan: Seek scan

Speakers

Speakers: Standard grade speakers
Speakers number: 6

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls
Voice activated audio: SYNC 4 voice activated audio controls
Speed sensitive volume: Speed sensitive volume
Wireless streaming: Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer: Trip odometer
Configurable instrumentation gauges: Configurable instrumentation gauges
Instrumentation display: Digital/analog instrumentation display

Instrumentation Displays

Temperature display: Exterior temperature display
Clock: In-radio display clock
Driver information center: Driver information center
Compass: Compass

Instrumentation Gauges

Tachometer: Tachometer
* **Turbo gauge: Turbo/supercharger boost gauge**
Gauge cluster display size (inches): 4.20
* **DEF fluid gauge: Diesel exhaust fluid (def) gauge**
Transmission temperature gauge: Transmission fluid temperature gauge
Engine/electric motor temperature gauge: Engine/electric motor temperature gauge
Engine hour meter: Engine hour meter

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Selected Equip & Specs (cont'd)

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning
Oil pressure warning ..... Oil pressure warning
Low fuel warning ..... Low fuel warning
Low brake fluid warning ..... Low brake fluid warning
Battery charge warning ..... Battery charge warning
Headlights on reminder ..... Headlights on reminder
Key in vehicle warning ..... Key in vehicle warning
Door ajar warning ..... Door ajar warning
Service interval warning ..... Service interval indicator
* **Low diesel exhaust fluid (DEF) warning ..... Low diesel exhaust fluid (DEF) warning**

Glass

Tinted windows ..... Light tinted windows

Headlights

Headlights ..... Halogen headlights
Headlight type ..... Aero-composite headlights
Auto headlights ..... Autolamp auto on/off headlight control
Multiple headlights ..... Multiple enclosed headlights
Delay off headlights ..... Delay-off headlights
DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ..... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ..... Illuminated entry
Variable panel light ..... Variable instrument panel light
Front reading lights ..... Front reading lights
Rear reading lights ..... Rear reading lights

Lights

Running lights ..... Daytime running lights
Interior courtesy lights ..... Fade interior courtesy lights
Clearance lights ..... Cab clearance lights
* **High mount stop light ..... High mounted center stop light**
Perimeter approach lighting ..... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree ..... SYNC 4 handsfree wireless device connectivity
Smart device integration ..... AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
Emergency SOS ..... SYNC 4 911 Assist emergency SOS system via mobile device

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Selected Equip & Specs (cont'd)

Internet Access

Internet access ... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports ... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag

Front impact airbag passenger ... Passenger front impact airbag

Front side impact airbag passenger ... Seat mounted side impact front passenger airbag

Number of airbags ... 6 airbags

Front side impact airbag driver ... Seat mounted side impact driver airbag

Overhead airbags ... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts ... Front height adjustable seatbelts

Security System

Immobilizer ... SecuriLock immobilizer

Remote panic alarm ... Remote panic alarm

Active Driving Assistance

Lane departure ... Lane Departure Warning

Forward collision warning ... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Occupant Safety

Child door locks ... Manual rear child safety door locks

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Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty	60 months/100,000 miles

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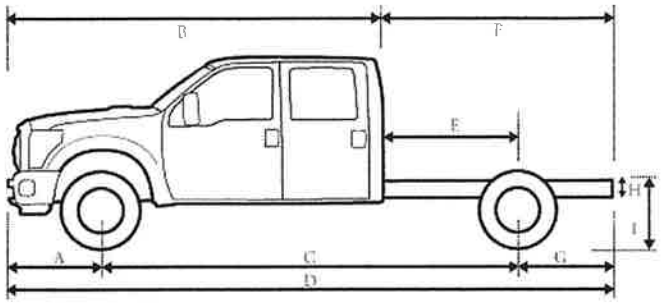
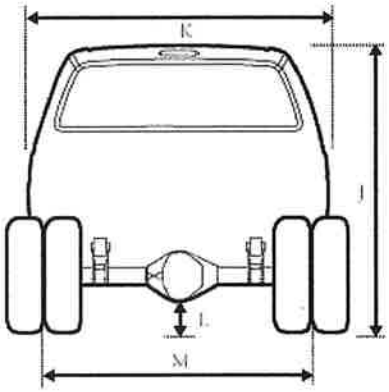
Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	203.00 in.
D	Overall Length (OAL)	289.20 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.30 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.70 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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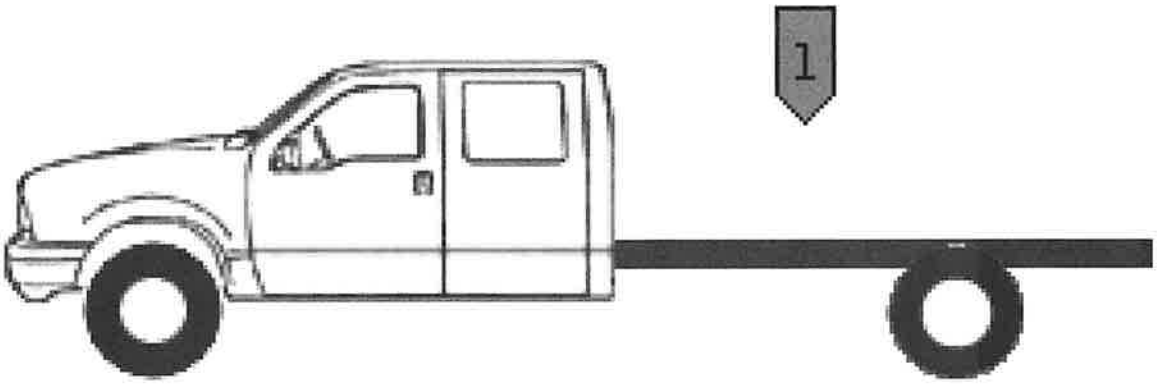

Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,978 lbs	3,334 lbs	8,312 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	1,922 lbs	8,366 lbs	10,288 lbs
TOTAL	**7,500 lbs**	**12,000 lbs**	**19,500 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**7,500 lbs**	**14,706 lbs**	**19,500 lbs**
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	14,706 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.58 %
Start grade capability in reverse	4.70	15.00 %	58.58 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.78 %
Maximum grade in 9th gear	0.69	3.00 %	8.70 %
Maximum grade in 10th gear	0.63	3.00 %	8.01 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.17		
Top Speed on 3% grade	55 mph	
To meet your requirement you need a maximum of 122 hp		
Cruise Speed	60 mph	78 mph
Engine RPM at desired cruise speed		1,758 rpm

Variables in Use

Start

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.39 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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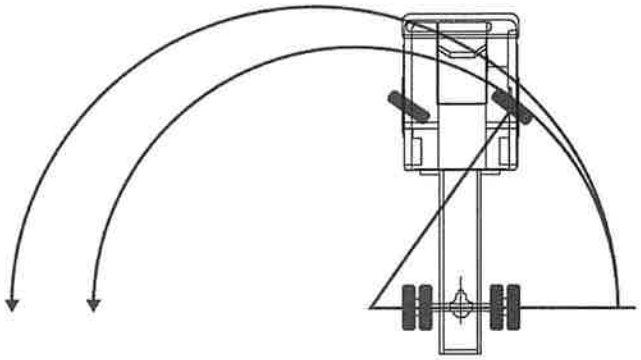
Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius ..... 28.60 ft

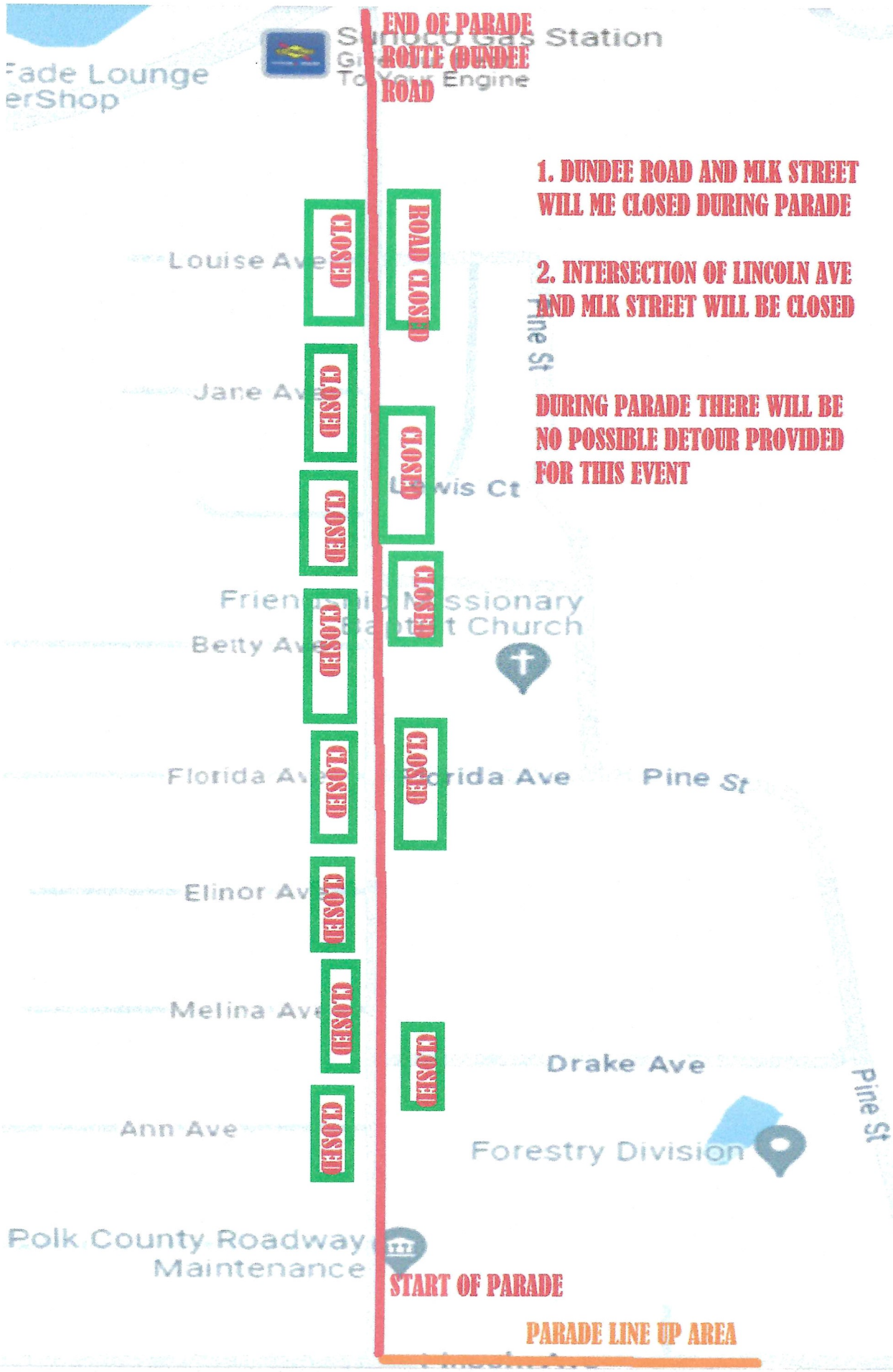


Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

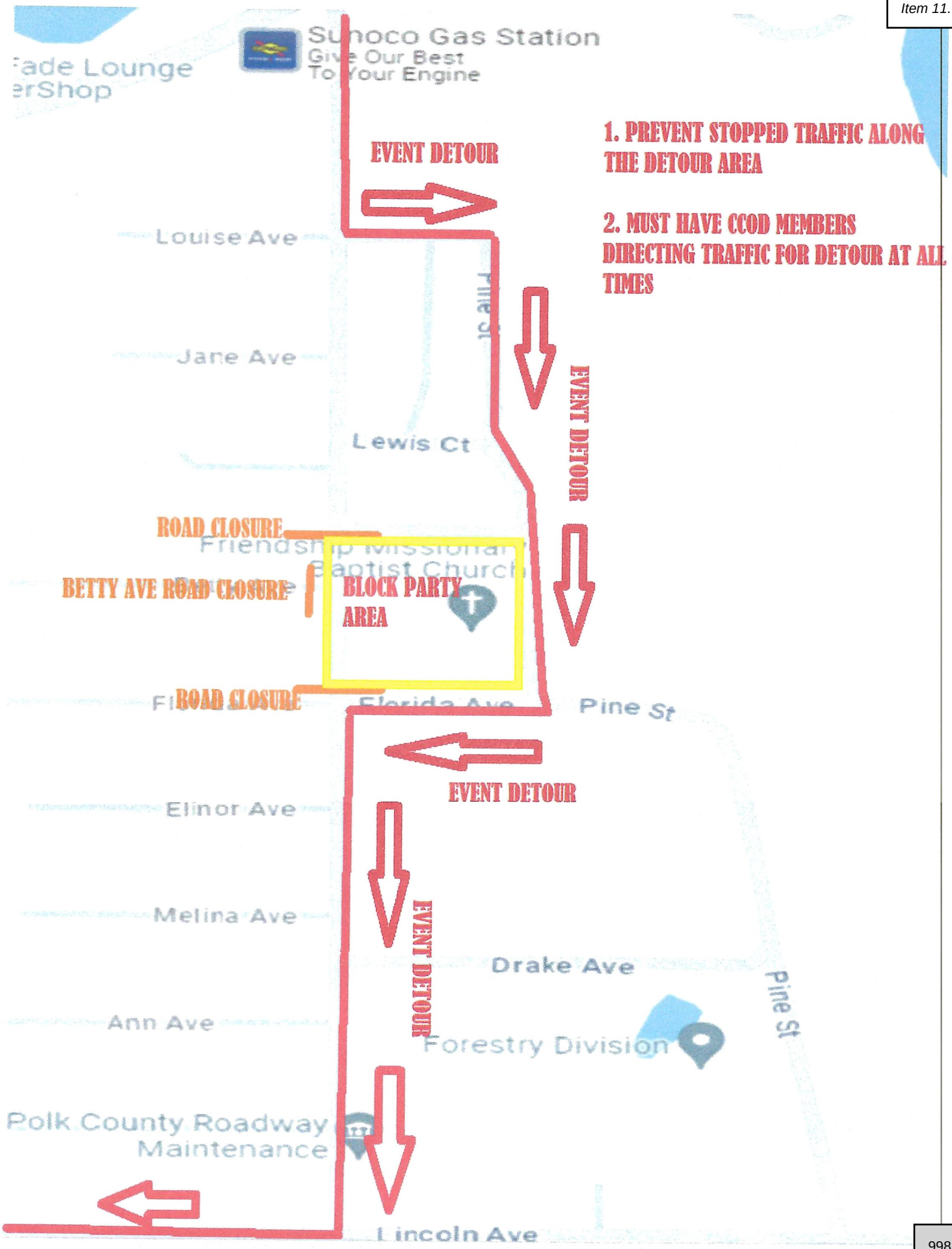
AGENDA ITEM TITLE:	DISCUSSION & ACTION, MARTIN LUTHER KING DAY ROAD CLOSURES
SUBJECT:	The Town Commission will consider road closures for Martin Luther King Day
STAFF ANALYSIS:	CCOD (Committee citizens of Dundee) is holding their annual Martin Luther King Jr parade and block party on January 14, 2024 from 3pm to 9pm. The parade line up will take place on Lincoln Ave at the Polk County barn and the parade will start at Lincoln Ave and end at Dundee Road. All side streets will be closed during the parade. Once the parade ends, MLK Street from Betty Ave to Florida Ave will be closed for the block party. Staff has provided a detour/road closure map along with the event application for the Commission's approval.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Route maps Event application

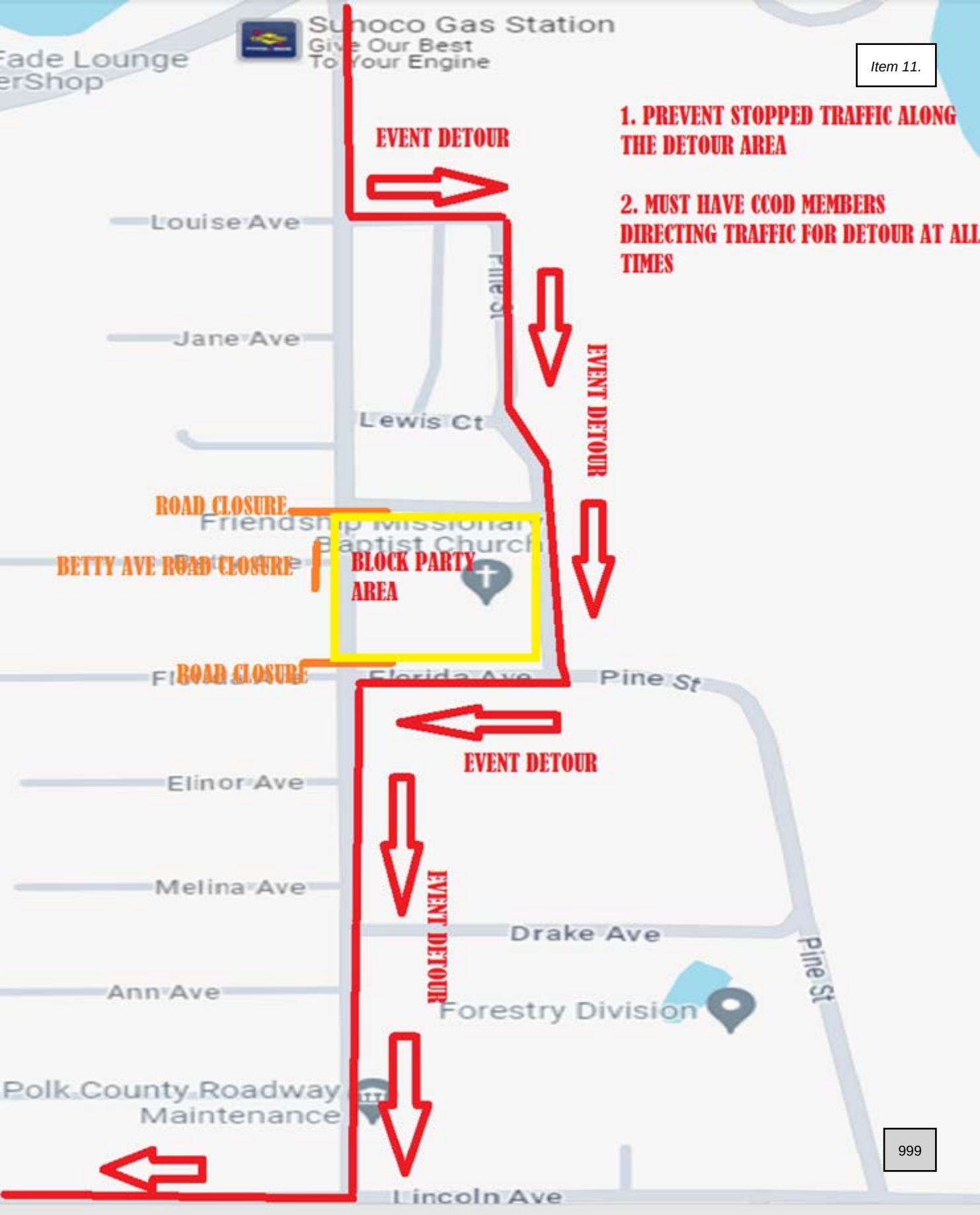


1. DUNDEE ROAD AND MLK STREET WILL ME CLOSED DURING PARADE

2. INTERSECTION OF LINCOLN AVE AND MLK STREET WILL BE CLOSED

DURING PARADE THERE WILL BE NO POSSIBLE DETOUR PROVIDED FOR THIS EVENT


Sunoco Gas Station
Give Our Best
To Your Engine
Fade Lounge
erShop
EVENT DETOUR
1. PREVENT STOPPED TRAFFIC ALONG THE DETOUR AREA
2. MUST HAVE CCOD MEMBERS DIRECTING TRAFFIC FOR DETOUR AT ALL TIMES
Louise Ave
Pine St
Jane Ave
EVENT DETOUR
Lewis Ct
ROAD CLOSURE
Friendship Missionary
Baptist Church
BETTY AVE ROAD CLOSURE
BLOCK PARTY AREA
ROAD CLOSURE
Florida Ave
Pine St
EVENT DETOUR
Elinor Ave
Melina Ave
EVENT DETOUR
Drake Ave
Pine St
Ann Ave
Forestry Division
Polk County Roadway
Maintenance
Lincoln Ave


Sunoco Gas Station
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1. PREVENT STOPPED TRAFFIC ALONG THE DETOUR AREA
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Louise Ave
Jane Ave
Lewis Ct
EVENT DETOUR
ROAD CLOSURE
Friendship Missionary Baptist Church
BETTY AVE ROAD CLOSURE
BLOCK PARTY AREA
ROAD CLOSURE
Florida Ave
Pine St
EVENT DETOUR
Elinor Ave
Melina Ave
EVENT DETOUR
Drake Ave
Pine St
Ann Ave
Forestry Division
Polk County Roadway Maintenance
Lincoln Ave

SPECIAL EVENT APPLICATION

Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8330

Applicant Information:

Organization Name: Committed Citizens of Dundee (C-COD)

Is this organization classified a 501c3 status by the IRS? yes ☐ no ☐
(if so, please provide a copy of the determination letter)

Address: 220 Betty Ave ☐ Phone: 863-978-2990

Event Contact Information:

Name: (First & Last): Tyrone Henderson

Mailing Address: 220 Betty Ave S

City, ST, ZIP: Dundee FL 33838

Phone#: 863-978-2990 Email: Blacktroc56@gmail.com

Event Information:

Name of Event: MLK

Please note: All events requesting a street closure must have approval from the Town Commission.

☐ Festival - an organized public gathering in a park or town area e.g. Art Show

☐ Organized Competitive Event - a planned race, walk, tournament or other contest

☑ Parade/Walk - a public or private march, run, walk or parade of any kind.

☐ Circus or Carnival

☐ Other: _____

Event Description: PARADE / CEREMONY / COMMUNITY CELEBRATION

Event Start Date: 1/14/24 Time: 3:00pm Event End Date: 1/14/24 Time: 9PM

Set up Date: 1/14/24 Time: 2pM Take Down Date: 1/14/24 Time: 9:45pM

☐ Gated/Ticketed ☑ Open to the Public ☐ Private Other:

Detailed Location of Event: THE PARADE will STARTS AT THE TRAVEL DOWN MLK

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur. (Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers)

Event Components:

- ☐ Alcohol - (Special Permit Required)*
- ☑ Portolets
- ☐ Sales/Distribution/Display
- ☑ Food Distribution/Sales
- ☐ Use of electric outlets
- ☐ Use of water spigots
- ☐ Live animals
- ☐ Temporary Structures
- ☑ DJ
- ☐ Amplified Sound
- ☑ Stage
- ☐ Inflatables (bounce houses)
- ☑ Concerts/Live Music
- ☐ Installation of additional outlets
- ☑ Tents (permit required for tents larger than 30x30)
- ☐ On-Site Cooking
- ☐ Amusement rides
- ☑ Multiple Vendors

☐ Other

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will Town Streets be closed? ☑ yes ☐ no *This Requires Commission Approval

Please list all affected streets: _____

Will any alleys, parking lots or other public places be closed? ☐ yes ☐ no

Please describe: BETHY AVE, FLORIDA, Close only

Will State Roads be closed? ☐ yes ☐ no *This Requires FDOT Permit

Please describe State Roads to be closed: _____

Will you need additional trash receptacles from the Town? ☑ yes ☐ no

Will you need clean-up assistance from the Town throughout the event? ☐ yes ☑ no

Note: For unbudgeted events the organization must reimburse the Town 100% of costs for use of Public Services.

Any other requested assistance from the Town? YES THAT THE RIGHT AWAYS OWNED BY THE CITY PROHIBIT THE SALES OR VENDORS PARKING ALONG MLK UNLESS AUTHORIZE BY CCOD

Any additional information: _____

Insurance Requirements:

Liability Insurance is required for all special events involving Town property and must name the Town of Dundee as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of $1,000,000.00 is required. All proof of insurance must be submitted to the Town of Dundee a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the Town of Dundee (hereinafter referred to as "the Town"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the Town or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the Town or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the Town's option, to participate and associate with the Town in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the Town's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the Town is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Town SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the Town. Town's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Town's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the Town from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the Town, and the Permitee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the Town of Dundee. Should the Town grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Signature of Sponsor or Authorized Representative of Sponsor — Date: 12/25/2023

TYRONE HENDERSON
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this _____ day of _____, 20_____ by

_____.

Signature of Notary Public-State of Florida

Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known_____ OR Produced Identification_____

Type of Identification Produced: _____

TOWN COMMISSION MEETING

January 12, 2024 at 3:00 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, MARTIN LUTHER KING DAY VENDOR APPLICATION
SUBJECT:	Town Commission will consider Ms. Richardson request to have vendors on the Town's ROW at her property separate from the CCOD/Town of Dundee MLK events
STAFF ANALYSIS:	Ms. Richardson is requesting to host her own vendors at her residence. The request is for the vendors to be in the Town's ROW at the connection of her property at 506 Dr. MLK Street Dundee Florida 33838
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	At the will of the commission
ATTACHMENTS:	Ms. Richardson Special Events Application

SPECIAL EVENT APPLICATION

Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8330

Applicant Information:

Organization Name: Jackie Richardson and/or Nancy Richardson

Is this organization classified a 501c3 status by the IRS? yes ☐ no ☑
(if so, please provide a copy of the determination letter)

Address: 506 Dr Martin Luther King St Dundee, FL 33838 Phone: (863)287-7763

Event Contact Information:

Name: (First & Last): Jackie Richardson

Mailing Address: 506 Dr. Martin Luther King St

City, ST, ZIP: Dundee, FL 33838

Phone#: (863)287-7763 Email: jjrrich9@aol.com

Event Information:

Name of Event: MLK Celebration Day

Please note: All events requesting a street closure must have approval from the Town Commission.

☐ Festival - an organized public gathering in a park or town area e.g. Art Show

☐ Organized Competitive Event - a planned race, walk, tournament or other contest

☐ Parade/Walk - a public or private march, run, walk or parade of any kind.

☐ Circus or Carnival

☑ Other: Vendor from entire fence way of our property South end to west end

Event Description: Vendor on my property fence line to ease way from south to westend

Event Start Date: 1/14/24 Time: 8:00am Event End Date: 1/14/24 Time: 11:59pm

Set up Date: 1/14/24 Time: 7:00am Take Down Date: 1/14/24 Time: 11:00pm

☐ Gated/Ticketed ☑ Open to the Public ☐ Private Other: _____

Detailed Location of Event: We are requesting the use of easement from our entire fence way to easement to road to vendor spaces at the public MLK parade and MLK parade after event

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur. (Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers)

Event Components:

- ☐ Alcohol - (Special Permit Required)*
- ☐ Portolets
- ☐ Sales/Distribution/Display
- ☑ Food Distribution/Sales
- ☐ Use of electric outlets
- ☐ Use of water spigots
- ☐ Live animals
- ☐ Temporary Structures
- ☐ DJ
- ☐ Amplified Sound
- ☐ Stage
- ☐ Inflatables (bounce houses)
- ☐ Concerts/Live Music
- ☐ Installation of additional outlets
- ☐ Tents (permit required for tents larger than 30x30)
- ☐ On-Site Cooking
- ☐ Amusement rides
- ☐ Multiple Vendors

☐ Other _____

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will Town Streets be closed? ☑ yes ☐ no *This Requires Commission Approval

Please list all affected streets: The streets will already be closed due to MLK parade event/after event/party

Will any alleys, parking lots or other public places be closed? ☐ yes ☑ no

Please describe: _____

Will State Roads be closed? ☐ yes ☑ no *This Requires FDOT Permit

Please describe State Roads to be closed: _____

Will you need additional trash receptacles from the Town? ☐ yes ☑ no

Will you need clean-up assistance from the Town throughout the event? ☐ yes ☑ no

Note: For unbudgeted events the organization must reimburse the Town 100% of costs for use of Public Services.

Any other requested assistance from the Town? n/a

Any additional information: need use of city easement at my own private property, home owner will provide own property insurance

Insurance Requirements:

Liability Insurance is required for all special events involving Town property and must name the Town of Dundee as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of $1,000,000.00 is required. All proof of insurance must be submitted to the Town of Dundee a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the Town of Dundee (hereinafter referred to as "the Town"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the Town or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the Town or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the Town's option, to participate and associate with the Town in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the Town's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the Town is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Town SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the Town. Town's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Town's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the Town from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the Town, and the Permitee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the Town of Dundee. Should the Town grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

J Richardson JR — 1/5/24

Signature of Sponsor or Authorized Representative of Sponsor — Date

Jackie Richardson

Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 5 day of January, 2024 by Jackie Richardson.

Melissa Glogowski

Signature of Notary Public-State of Florida

Melissa Glogowski

Name of Notary Typed, Printed, or Stamped

Notary Public State of Flori
Melissa Glogowski
My Commission HH 07172
Expires 12/13/2024

(NOTARY SEAL)

Personally Known_____ OR Produced Identification FL. Drivers License

Type of Identification Produced: _____

Jackie Richardson
506 Dr. MLK St
Dundee FL 33838