



# TOWN COMMISSION MEETING AGENDA

March 12, 2024 at 6:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**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 MARCH 12, 2024**

**A. MINUTES**

1. February 27, 2024 Town Commission Meeting
2. December 13, 2023 Tree Board Meeting

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

1. PROCLAMATION, WOMEN'S HISTORY MONTH
2. PRESENTATION, RESIDENTIAL BEAUTIFICATION AWARD

**NEW BUSINESS**

3. RESOLUTION 24-03, LINCOLN AVENUE SIDEWALK

- 4. RESOLUTION 24-05, FORM 6 LITIGATION ELECTION**
- 5. DISCUSSION & ACTION, LINCOLN AVENUE SPEED HUMPS**
- 6. DISCUSSION & ACTION, IRRIGATION WELL REPLACEMENT**
- 7. DISCUSSION & ACTION, PICKLEBALL COURT**
- 8. DISCUSSION & ACTION, CONTRACTOR ROAD CLOSURE**
- 9. DISCUSSION & ACTION, RFQ 24-01 MUNICIPAL PLANNING & VISION SERVICES**

#### **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

March 12, 2024 at 6:30 PM

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- 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 March 12, 2024 contains the following:
- A. Minutes
1. February 27, 2024 Town Commission Meeting
  2. December 13, 2023 Tree Board Meeting
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** February 27, 2024 Town Commission Meeting  
December 13, 2023 Tree Board Meeting



## TOWN COMMISSION MEETING MINUTES

February 27, 2024 at 6:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER** by Mayor Pennant at 6:30 P.M.

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** given by Mayor Pennant

**RECOGNITION OF SERGEANT AT ARMS** - Sergeant Anderson

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

**ROLL CALL** given by Town Clerk Douthat

**PRESENT**

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

*(Each speaker shall be limited to three (3) minutes)*

Barbara Jones, 602 Lincoln Ave, submitted a petition for speed bumps to be placed on Lincoln Avenue.

Michael Jones, 602 Lincoln Ave, requested speed bumps on Lincoln Ave.

Mervin Raggs, 312 Lincoln Ave, requested speed bumps on Lincoln Ave.

Yvonne Musselwhite, 6034 Lake Ruth Drive W, expressed concerns about management and asked the Commission to do an investigation.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 27, 2024**

**A. MINUTES**

**1. January 13, 2024 Town Commission Meeting**

**2. December 21, 2024 Planning & Zoning Meeting**



**B. BOARD APPOINTMENTS**

1. Jacquelyn Nichols - Canvassing Board
2. Jessica Gonzalez - Canvassing Board Alternate
3. Donna Schultz - Canvassing Board Alternate

**C. AGREEMENTS****1. RFP 24-02 ASL Garbage Truck**

Town Manager Davis reported two changes to the consent agenda; Donna Schultz board application was added to the agenda packet and RFP 24-02 ASL Garbage Truck item was added.

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 February 27, 2024 with changes** made by Goddard,

Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

**APPROVAL OF AGENDA**

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

Item 2 – Ordinance 24-01 was updated

Item 3 – Ordinance 24-02 was updated

Item 4 – Resolution 24-01 was corrected to Resolution 24-02

**MOTION TO APPROVE the regular meeting agenda for February 27, 2024 with changes** made by Richardson, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS****1. PROCLAMATION, EMPLOYEE APPRECIATION DAY**

**MOTION TO SUPPORT the proclamation** made by Goddard, Seconded by Glenn. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented it to Permit Tech, Donna Looper.

Mayor Pennant presented Permit Tech Donna Looper with a jewelry box and thanked her for her years of service to the Town.

**NEW BUSINESS****2. DISCUSSION & ACTION, ORDINANCE 24-01 FUTURE LAND USE MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-01 into the record.

Town Planner Peterson gave the analysis.

Mayor Pennant opened the floor for public comment.

Jozette Calvert, 6318 Treasure Valley Loop, expressed concerns about traffic in the area and asked if any road changes would be happening.

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

**MOTION TO APPROVE the first reading of Ordinance 24-01** made by Goddard, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Town Manager Davis introduced the new Librarian, Lynnette Torres.

**3. DISCUSSION & ACTION, ORDINANCE 24-02 HILLS OF DUNDEE ZONING MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-02 into the record.

Town Planner Peterson 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 the first reading of Ordinance 24-02** made by Glenn, Seconded by Quarles. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

**4. RESOLUTION 24-02, WATER TREATMENT PLANT CAPACITY EVALUATIONS**

Assistant Town Attorney Claytor read the title of Resolution 24-02 into the record.

Special Projects Director Mercer introduced Pasar Pezesch from CHA Consulting who presented their findings.

Special Projects Director Mercer gave a presentation on the Town's Alternate Water Plan.

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

**MOTION TO APPROVE Resolution 24-02** made by Goddard, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

**5. DISCUSSION & ACTION, RFP 24-06 EMERGENCY GENERATORS**

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 the Town Manager to release RFP 24-06** made by Quarles, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

**6. TOWN MANAGER EVALUATION, FY 2022 – 2023**

Mayor Pennant gave the analysis and read the scores from Town Manager Davis's annual evaluation.

Annette Wilson, 408 MLK St, suggested that the Commission not go through comments from the Town Manager's evaluation.

Mayor Pennant gave Commissioner Richardson the floor to discuss the Town Manager's evaluation further.

Mayor Pennant opened the floor for comments from the public.

Jackie Richardson, 506 MLK St asked how to get a copy of the Town Manager's evaluation.

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

Commissioner Goddard suggested a 7% increase.

Commissioner Quarles agreed.

Mayor Pennant suggested a 7.5% increase.

**MOTION TO APPROVE a 7.5% raise for the Town Manager** made by Quarles, Seconded by Goddard.

Voting Yea: Glenn, Goddard, Quarles, Pennant

Voting Nay: Richardson

#### **REPORTS FROM OFFICERS**

Fireman Knuckles updated the run totals.

Town Manager informed the Commission that the next Ridge League Dinner would be on March 14, 2024.

**ADJOURNMENT at 8:37 PM**

**Respectfully Submitted,**

*Trevor Douthat*

Trevor Douthat, Town Clerk

**APPROVAL DATE:** \_\_\_\_\_



## TREE BOARD MEETING MINUTES

December 13, 2023 at 5:30 PM

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

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

### CALL TO ORDER by Chair Aguilar

### PLEDGE OF ALLEGIANCE led by Chair Aguilar

### ROLL CALL taken by Clerk Glogowski

#### Present:

Sheila Aguilar  
Michelle Smith  
David Joubert  
Melissa Glogowski  
John Vice

#### Absent:

Donna Schultz

Clerk Glogowski informed the board that she had not heard from new member Donna Schultz that she would not be attending the meeting. Chair Aguilar requested to verify how many meetings a board member is allowed to miss unexcused before removal.

*MOTION TO not excuse board member Donna Schultz* made by Chair Aguilar and seconded by Member Joubert, passed by consensus.

Ayes: Aguilar, Joubert, Smith

### DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

Chair Aguilar opened the floor for public comment, with no public coming forth the floor was closed.

### APPROVAL OF MINUTES

#### 1. Tree Board Minutes for October 18, 2023

*MOTION TO APPROVE the Tree Board Minutes from the October 18, 2023* approved by consensus

Ayes: Aguilar, Joubert, Smith

### NEW BUSINESS

#### 2. Discussion, Introduction of New Board Members and Staff

*MOTION TO Table item until the next meeting* made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.

Ayes: Aguilar, Joubert, Smith

### 3. Discussion, Tree Board Duties & Responsibilities pertaining to Ordinance 18-08

The board discussed the responsibilities and duties of the Tree Board. Would like to see if Town Planner Lorraine Peterson could attend the next meeting to answer questions regarding Duties & Responsibilities and Land Development Code.

### 4. Discussion, 2023/2024 Budget

The board discussed how to spend their 2023/2024 budget.

*MOTION TO Designate \$500.00 for Dundee Elementary STEM Night on March 7, 2024, made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.*

Ayes: Aguilar, Joubert, Smith

*MOTION TO Designate \$4,000.00 for landscaping of the towns Veterans Memorial, made by Chair Aguilar and seconded by Vice-Chair Smith, passed by consensus.*

Ayes: Aguilar, Joubert, Smith

*MOTION TO Designate \$500.00 for purchase of stories for the Story Walk Boards made by Chair Aguilar and seconded by Member Joubert, passed by consensus.*

Ayes: Aguilar, Joubert, Smith

## REPORTS FROM OFFICERS

### Public Works Department Comments

Merry Christmas and Happy New Year

### Town Administration Comments

- reminded the board of the Town's Employee Christmas Party on Friday at 7:00p.m.
- Informed the board of the Centennial Kick-Off Block Party on January 1<sup>st</sup> from 4-8pm and pointed out the flyer that that was on the dais. Board member Joubert reminded us that he and Michelle had volunteered to be on the committee and would like to help.

### Board Member Comments

### Chairperson Comments

- Apologized for being late.

## ADJOURNMENT 6:32 pm

Respectfully Submitted,

Melissa Glogowski

Melissa Glogowski, H.R. Coordinator/Exec. Admin. Asst.

**APPROVAL DATE:** \_\_\_\_\_ Item A.

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_

# PROCLAMATION



**WHEREAS**, Mercer County recognizes the month of March as Women's History Month, established in 1987 by Congress to celebrate the contributions American women have made to strengthen and lead the nation since its inception; and

**WHEREAS**, Women's History Month honors women of every race, status and ethnicity who have challenged the social and legal structures that have kept women's labor underappreciated and underrepresented throughout history to establish an equal role for women, ensuring the appreciation and value of equitable labor for future generations; and

**WHEREAS**, American women have been leaders not only in securing their own rights of suffrage and equal opportunity but also at the forefront of every major progressive social change movement in history, paving the way for future generations to enjoy the unalienable rights, duties and responsibilities afforded equally to all citizens of the United States of America; and

WHEREAS, each woman is extraordinary in her own way, proving that women working inside the home, or outside in academia, science, technology, business, labor, governance and more maintain a critical role in every sphere of society,

**NOW, THEREFORE**, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby recognize March 2024 as

## Women's History Month

to honor women everywhere for their outstanding achievements and invaluable contributions to society.

Dated this 12<sup>th</sup> day of March, 2024

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Sam Pennant, Mayor

Attest:

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Trevor Douthat, Town Clerk



# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	RECOGNITION OF BEAUTIFICATION AWARD WINNERS
<b>SUBJECT:</b>	Presented by Dundee Tree Board
<b>STAFF ANALYSIS:</b>	The Dundee Tree Board will present an award to the winner of the Dundee Residential Beautification Award. The winner for the Residential Beautification Award is 314 7 <sup>th</sup> Street S, Owner Jaime Sealy will be accepting the award.
<b>FISCAL IMPACT:</b>	None
<b>STAFF RECOMMENDATION:</b>	None
<b>ATTACHMENTS:</b>	Residential Beautification Award Certificate





# Beautification Award Residential



The Dundee Tree Board  
Presents to:

Jaime Sealy - 314 7th Street S.

For significant improvement and beautification of your property, helping to keep  
Dundee beautiful.

Thank you!

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Tree Board Chairperson



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Mayor, Town of Dundee



# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** RESOLUTION 24-03, LINCOLN AVENUE SIDEWALK
- SUBJECT:** Town Commission will hear Resolution 24-03 for the Lincoln Avenue Sidewalk
- STAFF ANALYSIS:** Town Commission will consider Resolution 24-03 authorizing Town Manager to enter into a construction agreement with FDOT for the construction of the Lincoln Avenue sidewalk.
- FISCAL IMPACT:** N/A
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 24-03

**RESOLUTION NO. 24-03**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AND EXECUTE A CONSTRUCTION AGREEMENT AND ANY AMENDMENTS THERETO BY AND BETWEEN THE TOWN OF DUNDEE AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE LINCOLN AVENUE SIDEWALK WITHIN STATE-OWNED RIGHTS-OF-WAY AND TAKE ANY NECESSARY FURTHER ACTION(S); PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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**, the Town has designed, permitted, and commenced construction of the Lincoln Avenue Sidewalk Project Phase II (the “Project”); and

**WHEREAS**, the construction plans (the “Plans”) for the Project are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

**WHEREAS**, the Project improves public transportation facilities and provides significant benefits to the citizens and residents by facilitating transportation of the general public; and

**WHEREAS**, the Town and Florida Department of Transportation (“FDOT”) (collectively the “Parties”) acknowledge and agree that, pursuant to Section(s) 334.044(13) and 339.282, Florida Statutes (2023), a construction agreement designating and setting forth the responsibilities of the Parties related to the Town’s construction of the Lincoln Avenue sidewalk and improvements within state-owned rights-of-way; and

**WHEREAS**, the portion(s) of the Project which are located within the FDOT rights-of-way are specifically identified and depicted in the Plans (see **Exhibit “A”**); and

**WHEREAS**, in the exercise of its legislative authority, the Town Commission of the Town of Dundee, Florida, authorizes the Town Manager to enter into and execute a construction agreement and any amendments thereto in order to construct and complete the Project in accordance with the Town of Dundee Construction Plans for the Lincoln Avenue Sidewalk Project Plans (see **Exhibit “A”**); and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution No. 24-03 is intended and necessary to enhance the present advantages that exist within the corporate limits 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 passage 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 passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

**Section 2. Authorization.** The Town Commission of the Town of Dundee, Florida, hereby authorizes the Town Manager to enter into and execute a construction agreement with the Florida Department of Transportation and any amendments thereto in order to construct the Lincoln Avenue Sidewalk Project Phase II (the “Project”) within state-owned rights-of-way in accordance with the Construction Plans for the Lincoln Avenue Sidewalk Project Plans Phase II (the “Plans”), which are attached hereto as **Exhibit “A”** and made a part hereof, and take any necessary further action(s) in order to effectuate the intent of this Resolution.

**Section 3. Administrative Correction of Scrivener’s Errors.** Any provision in this Resolution 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/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

**Section 4. Conflicts.** All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

**Section 5. Severability.** If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid 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 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 unconstitutional.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon passage.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 12th day of March, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney

**Exhibit "A"**  
**Resolution 24-03**

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Rayl Engineering & Surveying, LLC shall be without liability to Rayl Engineering & Surveying, LLC.

# CONSTRUCTION PLAN

## FOR

# LINCOLN AVENUE SIDEWALK PROJECT

## PHASE II

### DUNDEE, FLORIDA

SECTIONS 28, 29, 32 + 33,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST

**OWNER or CLIENT**

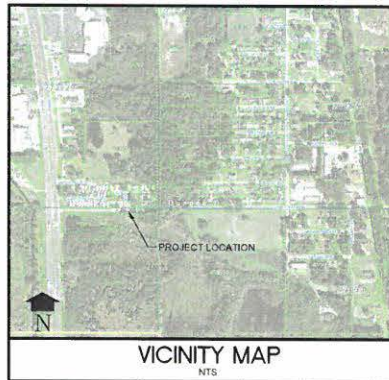
**TOWN OF DUNDEE**  
 202 EAST MAIN STREET  
 DUNDEE, FLORIDA 33830  
 PHONE: (863) 438-8330  
 EMAIL: [info@townofdundee.com](mailto:info@townofdundee.com)  
 CONTACT: TANDRA DAVIS, TOWN MANAGER

**ENGINEER:**

**RAYL ENGINEERING & SURVEYING, LLC**  
 810 EAST MAIN STREET  
 BARTOW, FL 33830  
 OFFICE: (863) 537-7901  
 CELL: (813) 857-6921  
 CONTACT: ALAN L. RAYL, PE, PSM  
 EMAIL: [alan@raylengineering.com](mailto:alan@raylengineering.com)

**DUNDEE TOWN COMMISSION:**


SAM PENNANT, MAYOR  
 MARY RICHARDSON, VICE MAYOR  
 BERTRAM GODDART, COMMISSIONER  
 STEVE GLENN, COMMISSIONER  
 WILLIE QUARLES, COMMISSIONER



**SHEET INDEX**

SHEET NO.	DESCRIPTION
C00.01	COVER SHEET
C01.01	SITE PLAN
C04.01	CROSS-SECTIONS
C10.01	SITE DETAILS
C11.01	PAVING AND GRADING DETAILS



 <p>RAYL ENGINEERING &amp; SURVEYING, LLC                  810 EAST MAIN STREET                  BARTOW, FL 33830                  PHONE: (863) 537-7901                  CELL: (813) 857-6921                  EMAIL: <a href="mailto:alan@raylengineering.com">alan@raylengineering.com</a></p>	<p>PROFESSIONAL:                  ALAN L. RAYL, PE, PSM</p> <p>FLORIDA REGISTRATION NUMBERS:                  PE 44110 / PSM 27340</p>
<p>DATE: 2/1/2023</p> <p>DATE: APR. 2023</p> <p>DATE: 2/1/2023</p> <p>DATE: APR. 2023</p>	<p>PROJECT NO. 21-199</p> <p>PROJECT NAME: LINCOLN AVENUE SIDEWALK PROJECT</p> <p>SHEET TITLE: COVER SHEET</p>
<p>TOWN OF DUNDEE                  202 EAST MAIN STREET                  DUNDEE, FLORIDA 33830</p>	
<p>SHEET NUMBER: C00.01</p>	

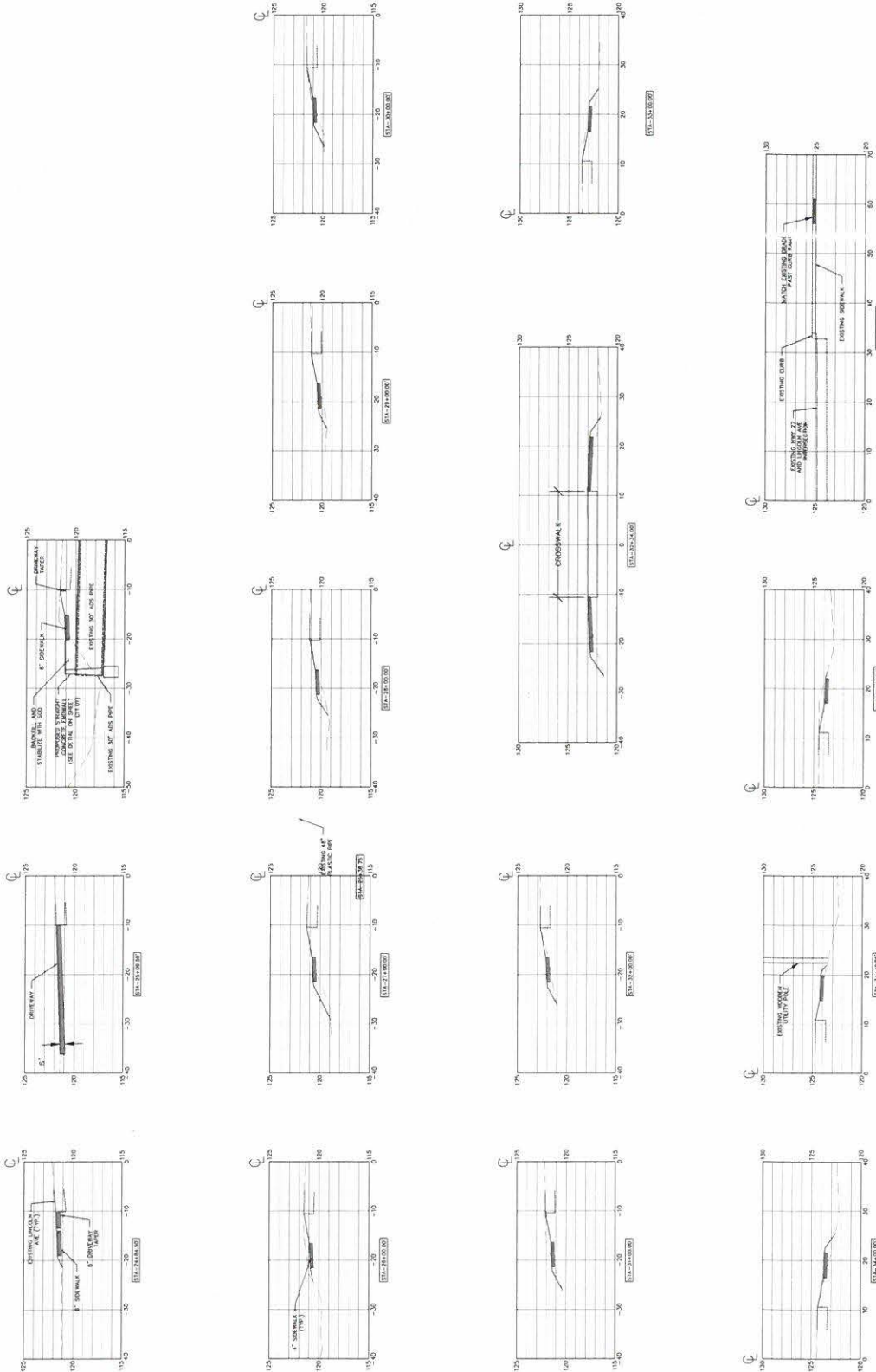
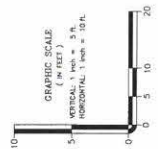








SEE DETAILS FOR  
CONSTRUCTION NOTES



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PROJECT NAME: LINCOLN AVENUE SIDEWALK PROJECT	CROSS-SECTIONS
SHEET TITLE: CROSS-SECTIONS	
SHEET NUMBER: C04.01	
PROJECT NO.:	
DATE: APR. 2023	
DESIGN BY: PE 4415 / PSM 9736	
PROJECT NO.:	
DATE: APR. 2023	
DESIGN BY: PE 4415 / PSM 9736	
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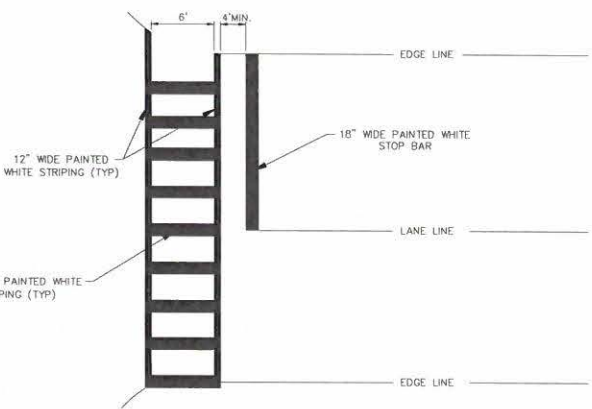


TOWN OF DUNDEE  
202 EAST MAIN STREET  
DUNDEE, FLORIDA 32628

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**GENERAL NOTES:**

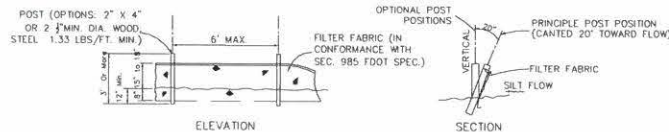
1. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE RULES AND REGULATIONS, ORDINANCES, DECREES, AND ORDERS OF THE TOWN OF DUNDEE AND THE STATE OF FLORIDA.
2. THE DESIGN AND CONSTRUCTION ARE TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
3. **DESIGN AND CONSTRUCTION:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF DUNDEE AND THE STATE OF FLORIDA.
4. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED SHALL BE IN FEET AND INCHES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF DUNDEE AND THE STATE OF FLORIDA.
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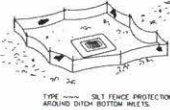
**FDOT SPECIAL EMPHASIS CROSSWALK DETAIL**

NOT TO SCALE

- NOTES:**
1. FOR CROSSWALK WIDTH, EXCEED WIDTH OF THE ADJACENT SIDEWALK, BUT DO NOT MAKE WIDTH LESS THAN 6' FOR INTERSECTION CROSSWALKS AND 10' FOR MIDBLOCK CROSSWALKS. MEASURE WIDTH FROM THE INSIDE OF THE TRANSVERSE CROSSWALK MARKINGS.
  2. WHEN SPECIAL EMPHASIS CROSSWALK IS NOT PERPENDICULAR TO THE LANE LINES, MAKE THE LONGITUDINAL MARKINGS PARALLEL TO THE LANE LINES.
  3. REFER TO INDEX S22-002 WHEN CURB RAMPS ARE PRESENT.



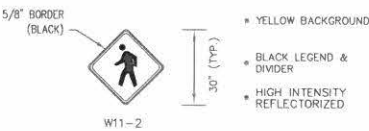
**TYPE III SILT FENCE**



DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

**EROSION CONTROL DETAILS**

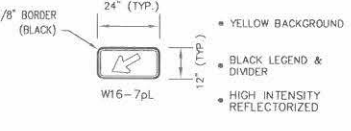
FDOT INDEX NO. 102



**PEDESTRIAN TRAFFIC SIGN DETAIL**

NOT TO SCALE

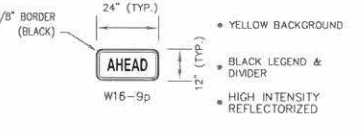
**NOTE:**  
 PEDESTRIAN TRAFFIC SIGNS SHALL BE 30" WIDE AND BE HIGH INTENSITY REFLECTORIZED AS PER MANUAL OF UTCD.



**LEFT DIAGONAL ARROW PLAQUE DETAIL**

NOT TO SCALE

**NOTE:**  
 LEFT DIAGONAL ARROW PLAQUE SHALL BE 24" WIDE AND BE HIGH INTENSITY REFLECTORIZED AS PER MANUAL OF UTCD.



**LEFT DIAGONAL ARROW PLAQUE DETAIL**

NOT TO SCALE

**NOTE:**  
 AHEAD PLAQUE SHALL BE 24" WIDE AND BE HIGH INTENSITY REFLECTORIZED AS PER MANUAL OF UTCD.



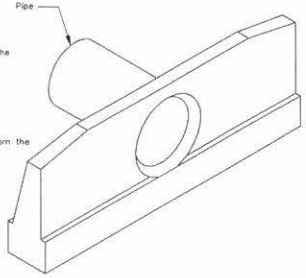
Know what's below. Call before you dig.

LICENSED PROFESSIONAL ALAN L. RAYL, P.E., P.S.M. REGISTERED PROFESSIONAL FLS 14417 / P.S.M. 01356	PROJECT NAME: LINCOLN AVENUE SIDEWALK PROJECT SHEET TITLE: SITE DETAILS
DATE: APR. 2023 DRAWN BY: DW	SHEET NUMBER: C10.01

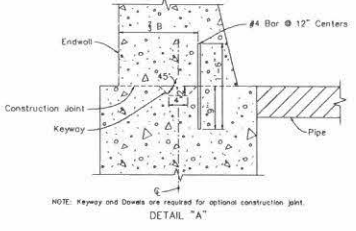
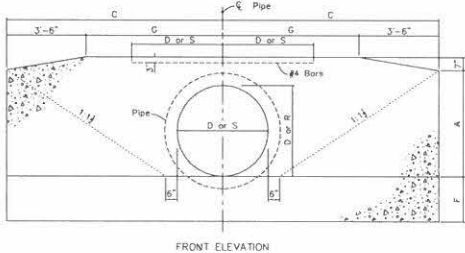
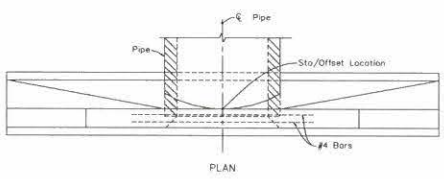
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Rayl Engineering & Surveying, LLC shall be without liability to Rayl Engineering & Surveying, LLC.

GENERAL NOTES:

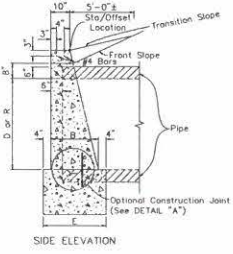
1. Use Class II concrete.
2. Reinforcing steel is either grade 40 or 60.
3. Endwalls may be cast in place or precast concrete. (Additional reinforcement necessary for handling precast units will be determined by the Contractor or the supplier).
4. Chamfer all exposed edges and corners to  $\frac{1}{2}$ ".
5. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-arch corrugated metal pipe. Round concrete pipe shown.
6. On outfall ditches with side slopes flatter than 1:1.5 provide 20' transitions from the endwall to the flatter side slopes, right of way permitting.
7. Construct front slope and ditch transitions in accordance with Index 430-001.



**STRAIGHT CONCRETE ENDWALL**  
FOOT INDEX No. 430  
N.T.S.



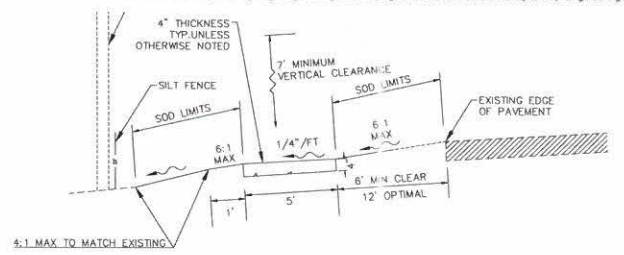
NOTE: Keyway and Dowels are required for optional construction joint.



**CONCRETE ENDWALL DETAILS**  
FOOT INDEX No. 430  
N.T.S.

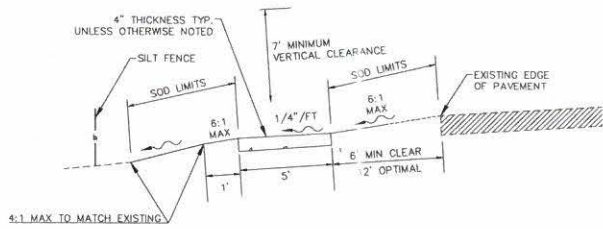
Dia. (ft.)	Clearing Area (sq ft)	Round Concrete and Corrugated Metal Pipe																
		Number of Pipes						Diameter						Slope				
		1	2	3	4	5	6	12"	18"	24"	30"	36"	42"	1:1	1:2			
12"	1.13	5.4	10.8	16.2	21.6	27.0	32.4	37.8	43.2	48.6	54.0	59.4	64.8	70.2	75.6	81.0	86.4	91.8
18"	2.54	12.7	25.4	38.1	50.8	63.5	76.2	88.9	101.6	114.3	127.0	139.7	152.4	165.1	177.8	190.5	203.2	215.9
24"	4.71	23.5	47.1	70.6	94.1	117.6	141.1	164.6	188.1	211.6	235.1	258.6	282.1	305.6	329.1	352.6	376.1	400.0
30"	7.07	35.4	70.7	106.0	151.3	196.6	241.9	287.2	332.5	377.8	423.1	468.4	513.7	559.0	604.3	649.6	694.9	740.2
36"	9.54	47.3	94.6	141.9	212.8	283.7	354.6	425.5	496.4	567.3	638.2	709.1	780.0	850.9	921.8	992.7	1063.6	1134.5
42"	12.11	60.2	120.4	180.6	270.9	361.2	451.5	541.8	632.1	722.4	812.7	903.0	993.3	1083.6	1173.9	1264.2	1354.5	1444.8
48"	14.78	74.1	148.2	222.3	333.5	444.7	555.9	667.1	778.3	889.5	1000.7	1111.9	1223.1	1334.3	1445.5	1556.7	1667.9	1779.1
54"	17.55	89.0	178.0	267.0	400.5	534.0	667.5	801.0	934.5	1068.0	1201.5	1335.0	1468.5	1602.0	1735.5	1869.0	2002.5	2136.0
60"	20.42	103.9	207.8	311.7	452.6	593.5	734.4	875.3	1016.2	1157.1	1298.0	1438.9	1579.8	1720.7	1861.6	2002.5	2143.4	2284.3
66"	23.39	118.8	237.6	356.4	524.1	696.6	869.1	1041.6	1214.1	1386.6	1559.1	1731.6	1904.1	2076.6	2249.1	2421.6	2594.1	2766.6
72"	26.46	133.7	267.4	405.1	607.7	810.3	1012.9	1215.5	1418.1	1620.7	1823.3	2025.9	2228.5	2431.1	2633.7	2836.3	3038.9	3241.5
78"	29.63	148.6	297.2	453.8	680.7	904.3	1127.9	1351.5	1575.1	1798.7	2022.3	2245.9	2469.5	2693.1	2916.7	3140.3	3363.9	3587.5
84"	32.90	163.5	327.0	497.3	745.0	993.4	1242.8	1492.2	1741.6	1991.0	2240.4	2489.8	2739.2	2988.6	3238.0	3487.4	3736.8	3986.2
90"	36.27	178.4	356.8	540.8	810.2	1080.3	1350.4	1609.8	1869.2	2128.6	2388.0	2647.4	2906.8	3166.2	3425.6	3685.0	3944.4	4203.8
96"	39.74	193.3	385.6	584.4	880.1	1173.5	1453.9	1723.3	1992.7	2262.1	2531.5	2800.9	3070.3	3339.7	3609.1	3878.5	4147.9	4417.3
102"	43.31	208.2	414.4	627.6	954.9	1281.2	1566.4	1845.8	2125.2	2404.6	2684.0	2963.4	3242.8	3522.2	3801.6	4081.0	4360.4	4639.8
108"	46.98	223.1	443.2	670.8	1038.6	1395.5	1698.9	1988.3	2277.7	2567.1	2856.5	3145.9	3435.3	3724.7	4014.1	4303.5	4592.9	4882.3
114"	50.75	238.0	472.0	713.5	1126.3	1516.3	1819.7	2119.1	2418.5	2717.9	3017.3	3316.7	3616.1	3915.5	4214.9	4514.3	4813.7	5113.1
120"	54.62	252.9	500.8	756.0	1218.0	1643.3	1946.7	2246.1	2545.5	2844.9	3144.3	3443.7	3743.1	4042.5	4341.9	4641.3	4940.7	5240.1

**CONCRETE AND METAL PIPE TABLES**  
FOOT INDEX No. 430  
N.T.S.



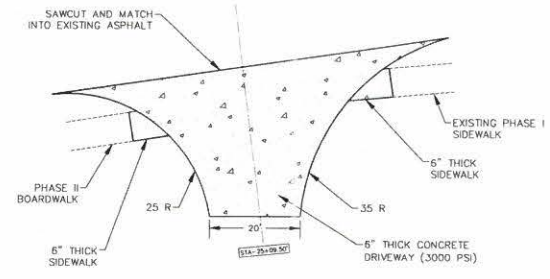
- NOTES:
1. ALL CONCRETE IS TO BE 3000 P.S.I. @ 28 DAYS
  2. GROUND IS TO BE COMPACTED PRIOR TO POURING (TOP 6" @ 95% MOD. PROCTOR)
  3. ALL EXPOSED EDGES TO BE CHAMFERED.
  4. FIBER MESH REINFORCEMENT, USE 1.5 POUNDS PER CUBIC YARD TYPE III SYNTHETIC FIBER (ASTM C1116-95)

**SIDEWALK DETAIL NEAR TELEPHONE POLE**  
N.T.S.



- NOTES:
1. ALL CONCRETE IS TO BE 3000 P.S.I. @ 28 DAYS
  2. GROUND IS TO BE COMPACTED PRIOR TO POURING (TOP 6" @ 95% MOD. PROCTOR)
  3. ALL EXPOSED EDGES TO BE CHAMFERED.
  4. FIBER MESH REINFORCEMENT, USE 1.5 POUNDS PER CUBIC YARD TYPE III SYNTHETIC FIBER (ASTM C1116-95)

**SIDEWALK DETAIL**  
N.T.S.



**DRIVEWAY DETAIL**  
N.T.S.

<p><b>RAYL ENGINEERING &amp; SURVEYING LLC</b>                  222 EAST MAIN STREET                  DUNDEE FLORIDA 33828</p>	<p><b>TOWN OF DUNDEE</b>                  202 EAST MAIN STREET                  DUNDEE FLORIDA 33828</p>
<p>PROJECT NO.: 21-199                  DATE: APRIL 2023                  DRAWN BY: [signature]                  CHECKED BY: [signature]</p>	<p>PROPOSED FOR:                  LINCOLN AVENUE                  SIDEWALK PROJECT                  SHEET TITLE:                  PAVING AND GRADING DETAILS</p>
<p>SHEET NUMBER                  C11.01</p>	<p>SHEET NUMBER                  C11.01</p>





# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** RESOLUTION 24-05, FORM 6 LITIGATION ELECTION
- SUBJECT:** Town Commission will hear options for Form 6 litigation.
- STAFF ANALYSIS:** Form 6 has been a hot topic for months now. Legal has some options for consideration by the Commission.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** At the will of the Commission
- ATTACHMENTS:** Resolution 24-05

**RESOLUTION NO. 24-05**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AUTHORIZING PARTICIPATION IN LITIGATION SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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**, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to

sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

**WHEREAS**, the Mayor and all current elected members of the Town Commission of the Town of Dundee, Florida (the "Town Elected Officials") were elected by the voters of the Town subject to and in reliance upon Florida law that required them to annually file Form 1 (not Form 6) financial disclosures forms; and

**WHEREAS**, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

**WHEREAS**, in 1980, the voters of the State of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

**WHEREAS**, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

**WHEREAS**, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and



**WHEREAS**, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than Form 1; and

**WHEREAS**, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for elected office; and

**WHEREAS**, in fact, over 100 municipal elected officials resigned from elected office prior to December 31, 2023, as a result of Form 6 and the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

**WHEREAS**, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

**WHEREAS**, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least

restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

**WHEREAS**, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

**WHEREAS**, a group of municipalities and municipal elected officials filed two (2) lawsuits, one in State Court and one in Federal Court, on February 15, 2024, seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the “Lawsuits”); and

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

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, believes it is in the best interest of the citizens and residents of the Town of Dundee to participate in the Lawsuits as plaintiffs.

**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 passage 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 passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.



**Section 2: Authorization.** The Town Commission of the Town of Dundee, Florida, hereby authorizes the participation of the Town, and any of the individual members of the Town Commission who choose to participate as plaintiffs, in the Lawsuits, which are attached hereto as **Exhibit “A”** and made a part hereof. The Town Commission hereby further authorizes the Town Manager to take any necessary further action(s) in order to effectuate the intent and carry out the aims of this Resolution.

**Section 3: Participation.** Weiss Serota Helfman Cole + Bierman, PL (the “Firm”) is hereby retained to represent the Town in the Lawsuits (see **Composite Exhibit “A”**). The Firm will charge the Town a flat fee, inclusive of attorneys’ fees and costs, of \$10,000 to represent the Town and the individual elected officials who choose to participate as plaintiffs, for the Lawsuits in the trial court. The Town and elected officials recognize that such flat fee may be less than the actual attorneys’ fees and costs incurred, and that if the Town and elected officials prevail in the Lawsuits, the Firm may apply with the Court for its actual reasonable attorneys’ and costs from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The Town and its elected officials also acknowledge that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. **[ONLY FOR CITIES WHERE WSH DOES NOT SERVE AS CITY ATTORNEY:** The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the Town. The Town hereby waives any potential conflict of interest in the Firm’s representation of those clients arising from its representation of the Town in the Lawsuit.]

**Section 4: Administrative Correction of Scrivener’s Errors.** Any provision in this Resolution 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/her designee, without the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

**Section 5: Conflicts.** All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

**Section 6: Severability.** If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid 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 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 unconstitutional.

**Section 7:** That this Resolution shall take effect immediately upon adoption.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 12th day of March, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Samuel Pennant, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

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Frederick J. Murphy, Jr., Town Attorney

**RESOLUTION NO. 24-05  
EXHIBIT "A"**

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT  
IN AND FOR LEON COUNTY, FLORIDA

CASE NO.

TOWN OF BRINY BREEZES, FLORIDA, a  
Florida municipal corporation;

CITY OF MIAMI SPRINGS, FLORIDA, a  
Florida municipal corporation;

CITY OF LIGHTHOUSE POINT, FLORIDA, a  
Florida municipal corporation;

TOWN OF PALM BEACH, FLORIDA, a  
Florida municipal corporation;

NORTH BAY VILLAGE, FLORIDA, a Florida  
municipal corporation;

TOWN OF GOLDEN BEACH, FLORIDA, a  
Florida municipal corporation;

VILLAGE OF INDIAN CREEK, FLORIDA, a  
Florida municipal corporation;

VILLAGE OF BAL HARBOUR, FLORIDA, a  
Florida municipal corporation;

CITY OF WESTON, FLORIDA, a Florida  
municipal corporation;

CITY OF DELRAY BEACH, FLORIDA, a  
Florida municipal corporation;

CITY OF SAFETY HARBOR, FLORIDA, a  
Florida municipal corporation;

COOPER CITY, FLORIDA, a Florida municipal  
corporation;

CITY OF CORAL SPRINGS, FLORIDA, a  
Florida municipal corporation;

CITY OF ST. AUGUSTINE, FLORIDA, a  
Florida municipal corporation;

CITY OF MARCO ISLAND, FLORIDA, a Florida municipal corporation;

VILLAGE OF KEY BISCAYNE, FLORIDA, a Florida municipal corporation;

CITY OF WILTON MANORS, FLORIDA, a Florida municipal corporation;

CITY OF MARGATE, FLORIDA, a Florida municipal corporation;

CITY OF DESTIN, FLORIDA, a Florida municipal corporation;

CITY OF LAUDERHILL, FLORIDA, a Florida municipal corporation;

CITY OF DEERFIELD BEACH, FLORIDA, a Florida municipal corporation;

CITY OF AVENTURA, FLORIDA, a Florida municipal corporation;

VILLAGE OF WELLINGTON, FLORIDA, a Florida municipal corporation;

VILLAGE OF PINECREST, FLORIDA, a Florida municipal corporation;

CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation;

CITY OF SEBASTIAN, FLORIDA, a Florida municipal corporation;

PRESIDENT OF TOWN COUNCIL ELIZABETH A. LOPER, ALDERMAN KEITH J. BLACK, ALDERMAN KATHLEEN M. GROSS and ALDERMAN WILLIAM BIRCH, elected officials of the Town of Briny Breezes;

COUNCILMEMBERS WALTER FAJET and JACKY BRAVO, elected officials of Miami Springs, Florida;

COMMISSIONER PATRICIA PETRONE, an elected official of Lighthouse Point, Florida;

MAYOR DANIELLE H. MOORE, PRESIDENT OF TOWN COUNCIL MARGARET A. ZEIDMAN, COUNCIL MEMBER EDWARD A. COONEY, COUNCIL MEMBER LEWIS CRAMPTON, COUNCIL MEMBER JULIE ARASKOG and COUNCIL MEMBER BOBBIE LINDSAY, elected officials of the Town of Palm Beach, Florida;

MAYOR BRENT LATHAM, VICE MAYOR RICHARD CHERVONY, and COMMISSIONER ANDY ROTONDARO, elected officials of North Bay Village, Florida;

MAYOR GLENN SINGER, an elected official of the Town of Golden Beach, Florida;

MAYOR BERNARD KLEPACH, an elected official of Indian Creek, Florida;

MAYOR JEFFREY P. FREIMARK, VICE-MAYOR SETH E. SALVER, COUNCILMAN DAVID ALBAUM, and COUNCILMAN DAVID WOLF, elected officials of the Village of Bal Harbour, Florida;

MAYOR MARGARET BROWN, COMMISSIONER MARY MOLINA-MACFIE, COMMISSIONER CHRIS EDDY, COMMISSIONER HENRY MEAD, and COMMISSIONER BYRON L. JAFFE, elected officials of the City of Weston, Florida;

MAYOR SHELLY PETROLIA, VICE-MAYOR RYAN BOYLSTON, DEPUTY VICE-MAYOR ROB LONG, COMMISSIONER ADAM FRANKEL, and COMMISSIONER ANGELA BURNS, elected officials of the City of Delray Beach, Florida;

MAYOR JOSEPH AYOUB, COMMISSIONER ANDY STEINGOLD, COMMISSIONER

CARLOS DIAZ, COMMISSIONER NANCY J. BESORE, and COMMISSIONER CLIFF MERZ, elected officials of the City of Safety Harbor, Florida;

COMMISSIONER JEREMY KATZMAN, an elected official of Cooper City, Florida;

MAYOR SCOTT J. BROOK, VICE-MAYOR SHAWN CERRA, COMMISSIONER JOSHUA SIMMONS, COMMISSIONER JOY CARTER, and COMMISSIONER NANCY METAYER BOWEN, elected officials of the City of Coral Springs, Florida;

VICE-CHAIR ERIK BRECHNITZ, an elected official of the City of Marco Island, Florida;

VICE MAYOR ARLENE SCHWARTZ, COMMISSIONER ANTONIO V. ARSERIO, COMMISSIONER JOANNE SIMONE, and COMMISSIONER ANTHONY N. CAGGIANO, elected officials of the City of Margate, Florida;

MAYOR ROBERT T. WAGNER, COUNCIL MEMBER JOHN STEPHENS III, COUNCIL MEMBER TORY CJ GEILE, COUNCIL MEMBER JAMES B. BAGBY, and COUNCIL MEMBER TERESA R. HEBERT, elected officials of the City of Destin, Florida;

MAYOR KENNETH R. THURSTON, COMMISSIONER MELISSA P. DUNN, and COMMISSIONER SARAI “RAY” MARTIN, elected officials of the City of Lauderhill, Florida,

MAYOR BILL GANZ, VICE-MAYOR BERNIE PARNES, COMMISSIONER BEN PRESTON, and COMMISSIONER MICHAEL HUDAK, elected officials of the City of Deerfield Beach, Florida;



VICE-MAYOR PAUL A. KRUSS and  
COMMISSIONER RACHEL FRIEDLAND,  
elected officials of the City of Aventura, Florida;

VICE-MAYOR MICHAEL NAPOLEONE,  
COUNCILWOMAN TANYA SISKIND,  
COUNCILMAN JOHN T. MCGOVERN, and  
COUNCILMAN MICHAEL DRAHOS, elected  
officials of the Village of Wellington;

MAYOR FRED CLEVELAND, elected official  
of the City of New Smyrna Beach, Florida;

COUNCILMEMBER JENNIFER ANDREU,  
elected official of the City of Plantation, Florida;

COUNCILMEMBER KEM E. MASON, elected  
official of the Town of Lantana, Florida, and

MAYOR CHARLES EDWARD DODD, VICE  
MAYOR KELLY DIXON, COUNCIL  
MEMBER FREDERICK B. JONES, COUNCIL  
MEMBER BOB MCPARTLAN, AND  
COUNCIL MEMBER CHRISTOPHER NUNN,  
elected officials of the City of Sebastian, Florida,

Plaintiffs,

vs.

ASHLEY LUKIS, in her official capacity as  
Chair of the Florida Commission on Ethics;  
MICHELLE ANCHORS, in her official capacity  
as Vice Chair of the Florida Commission on  
Ethics; WILLIAM P. CERVONE, in his official  
capacity as a Member of the Florida Commission  
on Ethics; TINA DESCOVICH, in her official  
capacity as Member of the Florida Commission  
on Ethics; FREDDIE FIGGERS, in his official  
capacity as a Member of the Florida Commission  
on Ethics; LUIS M. FUSTE, in his official  
capacity as a Member of the Florida Commission  
on Ethics; and WENGAY M. NEWTON, SR., in  
his official capacity as a Member of the Florida  
Commission on Ethics,

Defendants.

## **COMPLAINT**

Plaintiffs bring this action against Defendants for declaratory and injunctive relief, and state as follows:

### **OVERVIEW**

1. This is an action by a large number of Florida municipalities and elected municipal officials challenging a recently enacted law (“SB 774”) that requires municipal elected officials in office as of January 1, 2024, to disclose quintessentially private, highly personal financial information, including, among other things, the exact amount of their net worth and income, the total dollar value of their household goods, and the precise value of every asset and amount of every liability in excess of \$1,000, on or before July 1, 2024, or otherwise face significant fines, civil penalties, and even potential removal from office.

2. SB 774 amended, among other statutes, sections 112.3144, and 99.061, Florida Statutes, and renders elected municipal officials and candidates subject to the financial disclosure requirements of article II, section 8(j) of the Florida Constitution.

3. Prior to the enactment of SB 774, elected municipal officials and candidates were required to provide financial disclosures via a document called “Form 1,” pursuant to section 112.3145, Florida Statutes, but were not subject to the requirements of article II, section 8(j). However, sections 112.3144 and 99.061, as amended by SB 774 in 2023, make all elected municipal officers and candidates subject to the filing requirements of “Form 6,” which demands much more intrusive financial disclosures as outlined in the Florida Constitution and section 112.3144. A copy of Form 1 is attached as Exhibit A, and a copy of Form 6 is attached as Exhibit B.

4. Forcing municipal elected officials and candidates to publicly disclose such private information impairs their right to privacy under the Florida Constitution. Because the right to privacy is enumerated as a fundamental right, any such impairment is impermissible unless it is the least restrictive means of achieving a compelling state interest.

5. Rather than being the *least restrictive* means of accomplishing a compelling state interest, the new financial disclosure requirements imposed on municipal officials and candidates through SB 774 are the *most restrictive* means available—stricter and more onerous than those required of federal elected officials (including the President of the United States) and of elected officials in other states throughout the country.

6. The additional financial information required to be disclosed by Form 6 (*e.g.*, the exact net worth, exact income, and precise values of household goods and other assets and liabilities), as compared to Form 1, has little bearing, if any, on an elected official's municipal service, does not prevent conflicts of interest or public corruption, and does not increase public confidence in government.

7. Form 1 is a less restrictive alternative means of accomplishing the same governmental interests, as would be the less onerous disclosure forms used by the federal government or any of the other states in the United States.

8. Indeed, municipal elected officials and candidates operated under the requirements of Form 1 for decades, and nothing in the Legislature's enactment of the new Form 6 requirement reflected that Form 1 was insufficient and necessitated a change.

9. As such, this action seeks an order (i) declaring the 2023 amendments to sections 112.3144 and 99.061, Florida Statutes, related to elected municipal officials and candidates and any penalties arising therefrom, including those in section 112.317, Florida Statutes, violate Article

1, Section 23 of the Florida Constitution, and (ii) enjoining Defendants from enforcing the disclosure requirements.

### **JURISDICTION AND VENUE**

10. This is an action for declaratory relief, pursuant to Chapter 86, Florida Statutes, seeking to declare that the 2023 amendments to sections 112.3144 and 99.061, Florida Statutes, and any penalties arising therefrom, including those in section 112.317, Florida Statutes, are unconstitutional and invalid. The Court has jurisdiction to grant declaratory relief. *See* §§ 86.011, 86.021, 86.101, Fla. Stat. The Court further has jurisdiction to grant supplemental relief, including injunctive relief. § 86.061, Fla. Stat.

11. Venue is proper in Leon County because Defendants are all members of the Commission on Ethics, which is located and conducts business in Leon County, Florida. In addition, any enforcement of the Form 6 requirement would take place in Leon County, Florida.

12. All conditions precedent to the institution of this lawsuit have been, or will be, satisfied or waived.

### **THE PARTIES**

13. The Plaintiffs in this action consist of Florida municipalities and current elected officials of Florida municipalities.

#### **A. The Municipal Plaintiffs**

14. The Florida municipal plaintiffs, each of which is an incorporated municipality existing under the laws of the State of Florida (collectively, “Municipal Plaintiffs”), consist of:

- a. Town of Briny Breezes, located in Palm Beach County, Florida;
- b. City of Miami Springs, located in Miami-Dade County, Florida;
- c. City of Lighthouse Point, located in Broward County, Florida;

- d. Town of Palm Beach, located in Palm Beach County, Florida;
- e. North Bay Village, located in Miami-Dade County, Florida;
- f. Town of Golden Beach, located in Miami-Dade County, Florida;
- g. Village of Indian Creek, located in Miami-Dade County, Florida;
- h. Village of Bal Harbour, located in Miami-Dade County, Florida;
- i. City of Weston, located in Broward County, Florida;
- j. City of Delray Beach, located in Palm Beach County, Florida;
- k. City of Safety Harbor, located in Pinellas County, Florida;
- l. Cooper City, located in Broward County, Florida;
- m. City of Coral Springs, located in Broward County, Florida;
- n. City of St. Augustine, located in St. Johns County, Florida;
- o. City of Marco Island, located in Collier County, Florida;
- p. Village of Key Biscayne, located in Miami-Dade County, Florida;
- q. City of Wilton Manors, located in Broward County, Florida;
- r. City of Margate, located in Broward County, Florida;
- s. City of Destin, located in Okaloosa County, Florida;
- t. City of Lauderdale, located in Broward County, Florida;
- u. City of Deerfield Beach, located in Broward County, Florida;
- v. City of Aventura, located in Miami-Dade County, Florida;
- w. Village of Wellington, located in Palm Beach County, Florida;
- x. Village of Pinecrest, located in Miami-Dade County, Florida;
- y. City of New Smyrna Beach, located in Volusia County, Florida, and
- z. City of Sebastian, located in Indian River County, Florida.

15. As a result of SB 774, as of January 1, 2024, each elected member of, and candidate for, the governing body of every Municipal Plaintiff herein is required to file a Form 6.

16. The Municipal Plaintiffs each have a strong interest in having qualified people run for, and continue to serve in, municipal elected office. The Form 6 requirement will deter qualified people from running for and serving in elected office in the Municipal Plaintiffs. In fact, the Florida League of Cities has advised that, throughout Florida, over 100 municipal elected officials have already resigned rather than be subjected to the filing of a Form 6 financial disclosure, significantly disrupting the operations of those municipalities.

17. For example, in plaintiff Briny Breezes, former Mayor Gene Adams, former Council President Christina Adams, and former Alderman and Council President Sue Thaler all resigned in December 2023 because of the Form 6 requirement. As a result of resignations, municipalities, including Municipal Plaintiffs, have been (and/or will be) forced to expend significant public funds for filling vacancies, including temporary appointments and special elections. In addition, the vacancies have disrupted municipal operations.

18. In addition, pursuant to section 112.3144(9), a municipal elected official can be subject to “an order recommending that the officer or employee be removed from his or her public office” for refusing to file the Form 6, potentially creating even more vacancies, disrupting Municipal Plaintiffs’ operations, and causing the additional expenditure of public funds to fill those vacancies.

19. The Florida Legislature has expressly recognized the strong interest of the Municipal Plaintiffs to attract qualified candidates to run for and hold office, and the importance of ensuring that ethics laws not deter people from seeking municipal elected office:

It is also essential that government attract those citizens best qualified to serve. Thus, the law against conflict of interest must be so designed as not to impede

unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve. Public officials should not be denied the opportunity, available to all other citizens, to acquire and retain private economic interests except when conflicts with the responsibility of such officials to the public cannot be avoided.

§ 112.311, Fla. Stat. The application of the Form 6 disclosure requirement does precisely what the law says it is not to do, to the detriment of the Municipal Plaintiffs: it “impede[s] unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve.” Indeed, its impact is particularly felt at the municipal level where local legislators volunteer to serve their fellow residents, often with little or no compensation.

20. The Municipal Plaintiffs thus have a statutorily recognized interest in ensuring that qualified candidates run for office and remain in office and thus have a substantial interest in this action.

#### **B. The Elected Official Plaintiffs**

21. The “Elected Official Plaintiffs” consist of the following, each of whom is currently serving as a municipal elected official:

- a. Town of Briny Breezes President of Town Council Elizabeth A. Loper;
- b. Town of Briny Breezes Alderman Keith J. Black;
- c. Town of Briny Breezes Alderman Kathleen M. Gross;
- d. Town of Briny Breezes Alderman William Birch;
- e. City of Miami Springs Councilmember Walter Fajet;
- f. City of Miami Springs Councilmember Jacky Bravo;
- g. City of Lighthouse Point Commissioner Patricia Petrone;
- h. Town of Palm Beach Mayor Danielle H. Moore;
- i. Town of Palm Beach President of Town Council Margaret A. Zeidman;

- j. Town of Palm Beach Council Member Edward A. Cooney;
- k. Town of Palm Beach Council Member Lewis Crampton;
- l. Town of Palm Beach Council Member Julie Araskog;
- m. Town of Palm Beach Council Member Bobbie Lindsay;
- n. North Bay Village Mayor Brent Latham;
- o. North Bay Village Vice Mayor Richard Chervony;
- p. North Bay Village Commissioner Andy Rotondaro;
- q. Golden Beach Mayor Glenn Singer;
- r. Indian Creek Mayor Bernard Klepach;
- s. Village of Bal Harbour Mayor Jeffrey P. Freimark ;
- t. Village of Bal Harbour Vice-Mayor Seth E. Salver;
- u. Village of Bal Harbour Councilman David Albaum;
- v. Village of Bal Harbour Councilman David Wolf;
- w. City of Weston Mayor Margaret Brown;
- x. City of Weston Commissioner Mary Molina-Macfie;
- y. City of Weston Commissioner Chris Eddy;
- z. City of Weston Commissioner Henry Mead;
- aa. City of Weston Commissioner Byron L. Jaffe;
- bb. City of Delray Beach Mayor Shelly Petrolia;
- cc. City of Delray Beach Vice Mayor Ryan Boylston;
- dd. City of Delray Beach Deputy Vice-Mayor Rob Long;
- ee. City of Delray Beach Commissioner Adam Frankel;
- ff. City of Delray Beach Commissioner Angela Burns;



- gg. City of Safety Harbor Mayor Joseph Ayoub;
- hh. City of Safety Harbor Commissioner Andy Steingold;
- ii. City of Safety Harbor Commissioner Carlos Diaz;
- jj. City of Safety Harbor Commissioner Nancy J. Besore;
- kk. City of Safety Harbor Commissioner Cliff Merz;
- ll. Cooper City Commissioner Jeremy Katzman;
- mm. City of Coral Springs Mayor Scott J. Brook;
- nn. City of Coral Springs Vice Mayor Shawn Cerra;
- oo. City of Coral Springs Commissioner Joshua Simmons;
- pp. City of Coral Springs Commissioner Joy Carter;
- qq. City of Coral Springs Commissioner Nancy Metayer Bowen;
- rr. City of Marco Island Vice-Chair Erik Brechnitz;
- ss. City of Margate Vice-Mayor Arlene Schwartz;
- tt. City of Margate Commissioner Antonio V. Arserio;
- uu. City of Margate Commissioner Joanne Simone;
- vv. City of Margate Commissioner Anthony N. Caggiano;
- ww. City of Destin Mayor Robert T. Wagner;
- xx. City of Destin Council Member John Stephens III;
- yy. City of Destin Council Member Torey CJ Geile;
- zz. City of Destin Council Member James B. Bagby;
- aaa. City of Destin Council Member Teresa R. Hebert;
- bbb. City of Lauderhill Mayor Kenneth R. Thurston;
- ccc. City of Lauderhill Commissioner Melissa P. Dunn;

- ddd. City of Lauderhill Commissioner Sarai “Ray” Martin;
- eee. City of Deerfield Beach Mayor Bill Ganz;
- fff. City of Deerfield Beach Vice-Mayor Bernie Parness;
- ggg. City of Deerfield Beach Commissioner Ben Preston;
- hhh. City of Deerfield Beach Commissioner Michael Hudak;
- iii. City of Aventura Vice-Mayor Paul A. Kruss;
- jjj. City of Aventura Commissioner Rachel Friedland;
- kkk. Village of Wellington Vice-Mayor Michael Napoleone;
- lll. Village of Wellington Councilwoman Tanya Siskind;
- mmm. Village of Wellington Councilwoman John T. McGovern;
- nnn. Village of Wellington Councilwoman Michael Drahos;
- ooo. City of New Smyrna Beach Mayor Fred Cleveland;
- ppp. City of Plantation Councilmember Jennifer Andreu;
- qqq. Town of Lantana Councilmember Kem E. Mason;
- rrr. City of Sebastian Mayor Charles Edward Dodd;
- sss. City of Sebastian Vice Mayor Kelly Dixon;
- ttt. City of Sebastian Council Member Frederick B. Jones;
- uuu. City of Sebastian Council Member Bob McPartlan; and
- vvv. City of Sebastian Council Member Christopher Nunn.

22. The Elected Official Plaintiffs are each elected Mayors or members of the governing bodies of incorporated municipalities existing under the laws of the State of Florida, who are currently in office.

23. As a result of the passage of SB 774, as of January 1, 2024, each Elected Official Plaintiff is subject to the Form 6 financial disclosure requirements of section 8, article II of the Florida Constitution, and section 112.3144, Florida Statutes, and are further subject to the fines, penalties and other enforcement mechanisms outlined therein and in sections 112.317 and 112.324, Florida Statutes, if they do not timely file Form 6 financial disclosures.

24. Each Elected Official Plaintiff is therefore required to file the requisite Form 6 (rather than the prior Form 1) on or before July 1, 2024.

25. The failure of any municipal elected official to file a Form 6, including each Elected Official Plaintiff, subjects him or her to a daily fine of \$25 per day up to a maximum of \$1,500 and, following an investigation and public hearing, a potential civil penalty of up to \$20,000 and, among other things, a potential recommendation of removal from office. *See* §§ 112.3144(8)(f), 112.324(4), 112.317, Fla. Stat.

26. The Elected Official Plaintiffs now face the Hobson's choice of either sacrificing their constitutionally protected right to privacy by filing a Form 6 on or before the imminent deadline of July 1, 2024, as now required by section 112.3144, or face fines, penalties, and other enforcement, including the possible removal from office. Throughout Florida, more than 100 municipal elected officials have resigned rather than agree to surrender their constitutionally protected privacy. The Elected Official Plaintiffs strongly desire to continue to serve the public and have therefore not yet resigned, but instead have chosen to challenge the new requirement.

27. Accordingly, the Elected Official Plaintiffs each has a significant interest in this action.

### **C. The Defendants**

28. Defendant, Ashley Lukis (“Lukis”) is the Chair and a Member of the Florida Commission on Ethics (“Commission”), a commission existing pursuant to article II, section 8(h)(1) of the Florida Constitution and section 112.320, Florida Statutes. Lukis is sued in her official capacity as Chair of the Commission.

29. Defendant, Michelle Anchors (“Anchors”) is the Vice Chair and a Member of the Commission. Anchors is sued in her official capacity as Vice Chair of the Commission.

30. Defendant, William P. Cervone (“Cervone”) is a Member of the Commission. Cervone is sued in his official capacity as Member of the Commission.

31. Defendant Tina Descovich (“Descovich”) is a Member of the Commission. Descovich is sued in her official capacity as Member of the Commission.

32. Defendant, Freddie Figgers (“Figgers”) is a Member of the Commission. Figgers is sued in his official capacity as Member of the Commission.

33. Defendant, Luis Fuste (“Fuste”) is a Member of the Commission. Fuste is sued in his official capacity as Member of the Commission.

34. Defendant, Wengay M. Newton, Sr. (“Newton”) is a Member of the Commission. Newton is sued in his official capacity as Member of the Commission.

35. Lukis, Anchors, Cervone, Descovich, Figgers, Fuste, and Newton, collectively, comprise the Commission.

36. “The Agency Head is the entire Commission, which is responsible for final agency action.” *See* Statement of Organization and Operation of the Commission on Ethics, <https://www.ethics.state.fl.us/Documents/Ethics/statement%20of%20org.pdf?cp=2024127>, last accessed February 12, 2024.

37. The Commission, through each Defendant, is charged with implementing and enforcing the State's financial disclosure laws, including, among many other things, the receipt of the Form 6 disclosure forms, training regarding Form 6, investigating alleged violations regarding Form 6 filings, imposing fines for failure to file Form 6, holding enforcement hearings regarding failure to file Form 6, making recommendations of removal from office for failure to file Form 6, and rendering legally binding advisory opinions regarding Form 6. *See* Art II, § 8(g), Fla. Const.; §§ 112.3144, 112.317, 112.320, Fla. Stat.

38. The Commission is also required to identify every person required to file Form 6, provide notice of said requirements to each person subject to these disclosures, and ensure compliance with the disclosure requirements by each person subject thereto. *See* Art II, § 8(g), Fla. Const.; §§ 112.3144, 112.317, 112.320, Fla. Stat.

39. In addition, the Commission's 2022 Annual Report (as well as previous annual reports) expressly requested that the Legislature enact legislation to require municipal elected officials to complete Form 6, rather than Form 1, leading to the enactment of SB 774. *See* Annual Report to the Florida Legislature for Calendar Year 2022, p. 23, <https://ethics.state.fl.us/Documents/Publications/2022%20Annual%20Report.pdf?cp=202425> (last accessed February 12, 2024). The only justification given by the Commission for its recommendation was:

Elected municipal officials are very important and administer vast amounts of public resources. For these, and other reasons, their disclosure should be on par with that of county officials and others who file Form 6, rather than Form 1. The Commission believes the enhanced disclosure should be applied to all elected municipal officials regardless of the population or revenue of the municipality.

40. Nowhere in its report did the Commission conclude that there has been an increase in the need to oppose corruption or conflicts of interest at the municipal level or that Form 1 in any

way was insufficient to the task of guarding against those governmental ills. In short, the Commission justified its recommendation merely by noting that municipal officials should have to disclose the same information others already disclose, without regard to the municipality's population, revenue, annual budget, or any elected municipal compensation amount, if any.

41. Plaintiffs bring this action against the state officers (namely, the members of the Commission) who have the responsibility to enforce the Form 6 requirement against municipal elected officials (including the Elected Official Plaintiffs) and seek only declaratory and injunctive relief to end the continuing violations of Article 1, Section 23 of the Florida Constitution. Plaintiffs do not seek damages in this action.

## **BACKGROUND**

### **A. History of Ethical Standards in Florida**

42. Beginning in the late 1960s, the Florida Legislature has enacted numerous laws regulating ethical conduct for Florida's elected officials, including laws related to the solicitation or acceptance of gifts, unauthorized compensation, misuse or abuse of public position, disclosure of certain information, doing business with one's agency, conflicting employment, lobbying restrictions, dual public employment, anti-nepotism, conflicts of interest, and financial disclosure. *See generally* Chapter 112, Fla. Stat.

43. The interests that the financial disclosures are intended to serve are stated by the Commission: "Financial disclosure is required of public officials and employees because it enables the public to evaluate potential conflicts of interest, deters corruption, and increases public confidence in government." *See* Florida Commission on Ethics, Financial Disclosure Information, [www.ethics.state.fl.us/FinancialDisclosure/Index.aspx](http://www.ethics.state.fl.us/FinancialDisclosure/Index.aspx), last accessed February 12, 2024.

44. In 1976, the Florida Constitution was amended to require that all elected state constitutional officers annually file a full and public disclosure of their financial interests, which is done through the state-adopted Form 6, which requires the disclosure of highly personal financial information. *See* Art. II, § 8, Fla Const.; § 112.3144, Fla. Stat. *See also* Exh. B.

45. The Form 6 requirement did not apply to elected municipal officials or candidates for elected municipal office prior to 2024.

### **B. The Change from Form 1 to Form 6 For Elected Municipal Officials**

46. Instead, until 2024, elected municipal officials have been required to make a more limited financial disclosure that nevertheless provides sufficient information to satisfy the interest of preventing conflicts of interest and public corruption and increasing public confidence in government. *See* § 112.3145, Fla. Stat. The elected municipal officials' financial disclosure has for years been accomplished through the use of Form 1. *See* Exh. A.

47. In the 2023 legislative session, the Florida Legislature duly enacted (and the Governor signed) SB 774, which was codified at Laws of Florida 2023-09, and which amended (in relevant part) sections 99.061, 112.3144 and 112.317, Florida Statutes to change the financial disclosure requirements to now require that all elected municipal mayors and elected members of the governing board (and candidates for such offices) file a Form 6 financial disclosure, rather than the previously required Form 1. *See* S.B. 774; § 112.3144, Fla. Stat. (2023).

### **C. Comparison of Form 6 to Form 1**

48. Form 6 represents a highly intrusive and extreme level of required financial disclosure, mandating the disclosure of private financial information unrelated to any official duties and unnecessary to satisfy the interest of preventing conflicts of interest and public corruption or increasing public confidence in government.

49. Specifically, Form 6 requires that the official disclose:

(a) the official's exact net worth, to the penny, (b) the exact aggregate value of all household goods and personal effects, (c) the precise value of every other asset individually valued at over \$1,000 (including a description of the asset), (d) the exact outstanding amount of all liabilities in excess of \$1,000, including the name and address of the creditor, (e) every primary source of income that exceeded \$1,000 during the year, including the name and address of the source of income and the precise amount of income, (f) every secondary source of income in excess of \$1,000 from any business of which the official owns more than 5%, including the name of the business entity, the major sources of business income (namely, any that account for 10% or more of the business's revenue), and the address and principal business activity or source, and (g) any interest in certain specified types of businesses.

*See Exh. A.*

50. In contrast, Form 1 requires that the official disclose:

(a) the name, address and principal business active for every primary sources of income in excess of \$2,500 (but not the amount), (b) every secondary source of income in excess of \$5,000 from any business of which the official owns more than 5%, including the name of the business entity, the major source of business income (any that account for 10% or more of the business's revenue), and the address and principal business activity or source, (c) a description of all real property (but not the value) of which the official had more than a 5% ownership interest, (d) a description (but not the value) of intangible property owned by the official and valued at more than \$10,000, (e) the name and address of each creditor to whom the official owed more than \$10,000 (but not the amount owed), and (f) any interest in certain specified types of businesses.

*See Exh. B.*

51. The information in Form 1 and Form 6 of each filer is made publicly available through the Commission's website.

#### **D. The Applicable Constitutional Protection**

52. In 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise



provided herein.” The *only* limitation on this right codified in the Florida Constitution is that the right “shall not be construed to limit the public’s right of access to public records and meetings as provided by law.” Art. I, § 23, Fla. Const.

53. Because the right to privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has required that any law intruding on that right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means.” *See, e.g., Winfield v. Div. of Pari-Mutuel Wagering*, 477 So. 2d 544 (Fla. 1985).

#### **E. The Impact of the Change from Form 1 to Form 6 for Municipal Elected Officials**

54. The imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy of municipal elected officials, most of whom receive little or no compensation for their service; (b) unnecessarily risks the safety of such officials (making them targets of, among other things, robbery, identity theft, and extortion); and (c) will deter many otherwise qualified and interested citizens from running for local office.

55. The Florida League of Cities has indicated that over 100 elected municipal officials resigned on or before December 31, 2023, stating that they did not want to be subject to the Form 6 filing requirement (which applies to municipal elected officials in office beginning on January 1, 2024).

56. Requiring that uncompensated (or minimally compensated) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest. Form 1 disclosures have for years provided sufficient transparency to inform the public of potential conflicts, prevent corruption, and create public confidence in government.

**COUNT I****VIOLATION OF RIGHT TO PRIVACY UNDER FLORIDA CONSTITUTION**

57. The Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 56, inclusive, as if fully set forth herein.

58. This count is an action for declaratory judgment, pursuant to sections 86.011, *et. seq.*, Florida Statutes, seeking a declaration from the Court that the requirement in section 112.3144, Florida Statutes, that municipal elected officials file Form 6 financial disclosures violates article I, section 23 of the Florida Constitution, and is therefore unconstitutional and invalid, and to enjoin the enforcement thereof.

59. Any law that intrudes on Florida's Constitutional right to privacy under article 1, section 23 is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means."

60. Form 6 requires the disclosure of highly private and confidential financial information that the Elected Official Plaintiffs have kept private and desire to continue to keep private.

61. Once disclosure occurs through the filing of Form 6 with the Commission, the highly private financial information will be readily available on the Internet by anyone for many years to come and will be readily associated with the individual filer.

62. Although Plaintiffs recognize the government's interest in preventing conflicts of interest and deterring corruption, SB 774's expansion of section 112.3144 and the requirements of Form 6 to municipal elected officials and candidates is not narrowly tailored to achieve this interest.

63. The highly intrusive disclosures required by Form 6 (as opposed to Form 1 or the forms used by the federal government and every other state in the United States) are not the least restrictive means to accomplish any compelling government purpose.

64. An actual controversy exists between Plaintiffs and Defendants, who have adverse legal interests of sufficient immediacy to warrant the issuance of a declaratory judgment and injunctive relief.

65. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration that the requirement in section 112.3144, Florida Statutes, that municipal elected officials file Form 6 financial disclosures violates article I, section 23 of the Florida Constitution.
- b. The declaration sought deals with a present controversy as to an ascertainable set of facts.
- c. Plaintiffs' constitutionally protected rights and privileges are dependent upon the law applicable to the facts.
- d. The Plaintiffs and the Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.
- e. The antagonistic and adverse interests are all before this Court.
- f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

#### **Prayer for Relief**

WHEREFORE, the Plaintiffs respectfully request that judgment be entered in their favor:

- A. Declaring that the requirement in section 112.3144, Florida Statutes, that municipal elected officials (including the Elected Official Plaintiffs) and candidates file Form 6 financial disclosures violates Article I, Section 23 of the Florida Constitution.
- B. Pursuant to the Court's power to grant supplemental relief under section 86.061, Florida Statutes, temporarily and permanently enjoining the Defendants from enforcing section 112.3144 (including the imposition of any fines, penalties, or other enforcement) arising from the failure of any of the Elected Official Plaintiffs or candidates or elected official of any of the Municipal Plaintiffs, for the failure to file a Form 6.
- C. Awarding Plaintiffs their costs incurred in bringing this action, and
- D. Granting such other relief as this Court deems just and proper.

Dated this 15th day of February, 2024.

WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.  
200 East Broward Blvd., Ste. 1900  
Fort Lauderdale, FL 33301  
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*Co-Counsel for City of Destin, Florida*

# Exhibit A

### 2023 Form 1 - Statement of Financial Interests

#### General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

#### AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

#### Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

#### Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500). (Major sources of income to the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

2023 Form 1 - Statement of Financial Interests

**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

**Real Property**

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

E-FILED SAMPLE



2023 Form 1 - Statement of Financial Interests

**Liabilities**

LIABILITIES (Major debts valued over \$10,000):  
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

**Interests in Specified Businesses**

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

2023 Form 1 - Statement of Financial Interests

**Signature of Filer**

Digitally signed:

**Filed with COE:**

E-FILING SAMPLE

# Exhibit B

2023 Form 6 - Full and Public Disclosure of Financial Interests

**General Information**

Name: DISCLOSURE FILER  
Address: SAMPLE ADDRESS PID SAMPLE  
County: SAMPLE COUNTY

**AGENCY INFORMATION**

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

**Net Worth**

My Net Worth as of December 31, 2023 was \$ [AMOUNT].

**Assets**

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effect is N/A.

ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:

Description of Asset	Value of Asset

2023 Form 6 - Full and Public Disclosure of Financial Interests

**Liabilities**

LIABILITIES IN EXCESS OF \$1,000:

Name of Creditor	Address of Creditor	Amount of Liability

JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:

Name of Creditor	Address of Creditor	Amount of Liability

**Income**

Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2022 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.

I elect to file a copy of my 2023 federal income tax return and all W2s, schedules, and attachments.

PRIMARY SOURCES OF INCOME:

Name of Source of Income Exceeding \$1,000	Address of Source of Income	Amount

SECONDARY SOURCES OF INCOME (Major customers, clients, etc. of businesses owned by reporting person):

Name of Business Entity	Name of Major Sources of Business Income	Address of Source	Principal Business Activity of Source

2023 Form 6 - Full and Public Disclosure of Financial Interests

**Interests in Specified Businesses**

**Business Entity # 1**

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

**Signature of Reporting Official or Candidate**

Under the penalties of perjury, I declare that I have read the foregoing Form 6 and that the facts stated in it are true.

Digitally signed:

Filed with COE:

UNITED STATE DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No.

PRESIDENT OF TOWN COUNCIL  
ELIZABETH A. LOPER, ALDERMAN KEITH  
J. BLACK, ALDERMAN KATHLEEN M.  
GROSS and ALDERMAN WILLIAM BIRCH,  
elected officials of the Town of Briny Breezes;

COUNCILMEMBERS WALTER FAJET and  
JACKY BRAVO, elected officials of Miami  
Springs, Florida;

COMMISSIONER PATRICIA PETRONE, an  
elected official of Lighthouse Point, Florida;

MAYOR DANIELLE H. MOORE,  
PRESIDENT OF TOWN COUNCIL  
MARGARET A. ZEIDMAN, COUNCIL  
MEMBER EDWARD A. COONEY, COUNCIL  
MEMBER LEWIS CRAMPTON, COUNCIL  
MEMBER JULIE ARASKOG and COUNCIL  
MEMBER BOBBIE LINDSAY, elected  
officials of the Town of Palm Beach, Florida;

MAYOR BRENT LATHAM, VICE MAYOR  
RICHARD CHERVONY, and  
COMMISSIONER ANDY ROTONDARO,  
elected officials of North Bay Village, Florida;

MAYOR GLENN SINGER, an elected official  
of the Town of Golden Beach, Florida;

MAYOR BERNARD KLEPACH, an elected  
official of Indian Creek, Florida;

MAYOR JEFFREY P. FREIMARK, VICE-  
MAYOR SETH E. SALVER, COUNCILMAN  
DAVID ALBAUM, and COUNCILMAN  
DAVID WOLF, elected officials of the Village  
of Bal Harbour, Florida;

MAYOR MARGARET BROWN,  
COMMISSIONER MARY MOLINA-MACFIE,  
COMMISSIONER CHRIS EDDY,

COMMISSIONER HENRY MEAD, and  
COMMISSIONER BYRON L. JAFFE, elected  
officials of the City of Weston, Florida;

MAYOR SHELLY PETROLIA, VICE-  
MAYOR RYAN BOYLSTON, DEPUTY  
VICE-MAYOR ROB LONG,  
COMMISSIONER ADAM FRANKEL, and  
COMMISSIONER ANGELA BURNS, elected  
officials of the City of Delray Beach, Florida;

MAYOR JOSEPH AYOUB, COMMISSIONER  
ANDY STEINGOLD, COMMISSIONER  
CARLOS DIAZ, COMMISSIONER NANCY J.  
BESORE, and COMMISSIONER CLIFF  
MERZ, elected officials of the City of Safety  
Harbor, Florida;

COMMISSIONER JEREMY KATZMAN, an  
elected official of Cooper City, Florida;

MAYOR SCOTT J. BROOK, VICE-MAYOR  
SHAWN CERRA, COMMISSIONER JOSHUA  
SIMMONS, COMMISSIONER JOY CARTER,  
and COMMISSIONER NANCY METAYER  
BOWEN, elected officials of the City of Coral  
Springs, Florida;

VICE-CHAIR ERIK BRECHNITZ, an elected  
official of the City of Marco Island, Florida;

VICE MAYOR ARLENE SCHWARTZ,  
COMMISSIONER ANTONIO V. ARSERIO,  
COMMISSIONER JOANNE SIMONE, and  
COMMISSIONER ANTHONY N.  
CAGGIANO, elected officials of the City of  
Margate, Florida;

MAYOR ROBERT T. WAGNER, COUNCIL  
MEMBER JOHN STEPHENS III, COUNCIL  
MEMBER TORY CJ GEILE, COUNCIL  
MEMBER JAMES B. BAGBY, and COUNCIL  
MEMBER TERESA R. HEBERT, elected  
officials of the City of Destin, Florida;



MAYOR KENNETH R. THURSTON, COMMISSIONER MELISSA P. DUNN, and COMMISSIONER SARAI “RAY” MARTIN, elected officials of the City of Lauderhill, Florida,

MAYOR BILL GANZ, VICE-MAYOR BERNIE PARNES, COMMISSIONER BEN PRESTON, and COMMISSIONER MICHAEL HUDAK, elected officials of the City of Deerfield Beach, Florida;

VICE-MAYOR PAUL A. KRUSS and COMMISSIONER RACHEL FRIEDLAND, elected officials of the City of Aventura, Florida;

VICE-MAYOR MICHAEL NAPOLEONE, COUNCILWOMAN TANYA SISKIND, COUNCILMAN JOHN T. MCGOVERN, and COUNCILMAN MICHAEL DRAHOS, elected officials of the Village of Wellington;

MAYOR FRED CLEVELAND, elected official of the City of New Smyrna Beach, Florida;

COUNCILMEMBER JENNIFER ANDREU, elected official of the City of Plantation, Florida,

COUNCILMEMBER KEM E. MASON, elected official of the Town of Lantana, Florida; and

MAYOR CHARLES EDWARD DODD, VICE MAYOR KELLY DIXON, COUNCIL MEMBER FREDERICK B. JONES, COUNCIL MEMBER BOB MCPARTLAN, AND COUNCIL MEMBER CHRISTOPHER NUNN, elected officials of the City of Sebastian, Florida,

Plaintiffs,

vs.

ASHLEY LUKIS, in her official capacity as Chair of the Florida Commission on Ethics; MICHELLE ANCHORS, in her official capacity as Vice Chair of the Florida Commission on Ethics; WILLIAM P. CERVONE, in his official

capacity as a Member of the Florida Commission on Ethics; TINA DESCOVICH, in her official capacity as Member of the Florida Commission on Ethics; FREDDIE FIGGERS, in his official capacity as a Member of the Florida Commission on Ethics; LUIS M. FUSTE, in his official capacity as a Member of the Florida Commission on Ethics; and WENGAY M. NEWTON, SR., in his official capacity as a Member of the Florida Commission on Ethics,

Defendants.

### **COMPLAINT**

Plaintiffs bring this action against Defendants for declaratory and injunctive relief, and state as follows:

### **OVERVIEW**

1. This is an action by a large number of Florida elected municipal officials challenging a recently enacted law (“SB 774”) that on or before July 1, 2024 compels elected municipal officials in office as of January 1, 2024 to utter very specific statements, in writing and available to the public at large through the Internet, regarding the elected officials’ personal finances, including, among other things, stating the exact amount of their net worth and income, the total dollar value of their household goods, and the precise value of every asset and amount of every liability in excess of \$1,000. An elected municipal official’s failure to make these public statements will result in significant fines, civil penalties, and even potential removal from office.

2. SB 774 amended, among other statutes, Fla. Stat. § 112.3144, and renders elected municipal officials in office as of January 1, 2024, and municipal candidates subject to the financial disclosure requirements of Fla. Const., art. II, § 8(j).

3. Prior to the enactment of SB 774, elected municipal officials and municipal candidates were required to provide financial disclosures via a document called “Form 1” pursuant

to Fla. Stat. § 112.3145, but were not subject to the requirements of Fla. Const., art. II, § 8(j). However, Florida Statute sections 112.3144 and 99.061, as amended by SB 774 in 2023, respectively make *all* elected municipal officers and municipal candidates subject to the filing requirements of “Form 6,” which demands much more intrusive financial disclosures as outlined in the Florida Constitution and section 112.3144. A copy of Form 1 is attached as Exhibit A, and a copy of Form 6 is attached as Exhibit B.

4. Forcing municipal elected officials and municipal candidates to publicly make such statements impairs their right to be free of government-compelled, content-based, non-commercial speech, in violation of the First Amendment to the United States Constitution.

5. Rather than being the least restrictive, narrowly tailored means of accomplishing a compelling state interest, these new, financial disclosure requirements imposed on elected municipal officials and municipal candidates through SB 744 are the most restrictive means available – stricter and more onerous than required of federal elected officials (including the President of the United States) and of elected officials in other states throughout the country.

6. The additional, financial information statements required to be made by Form 6 (*e.g.*, the disclosure of exact net worth, exact income and precise values of household goods and other assets and liabilities), as compared to Form 1, have little, if any, bearing on an elected official’s municipal service, does not prevent or even ameliorate conflicts of interest or public corruption, and does not increase public confidence in government.

7. Form 1 is a less restrictive, alternative means of accomplishing the same governmental interests, as would be the less onerous disclosure forms used by the federal government or any of the other states in the United States.

8. Indeed, municipal elected officials and candidates operated under the requirements of Form 1 for decades, and nothing in the Legislature's enactment of the new Form 6 requirement reflected that Form 1 was insufficient and necessitated a change.

9. As such, this action seeks an order (i) declaring the 2023 amendments to Fla. Stat. § 112.3144 related to elected municipal officials and any penalties arising therefrom, including those in Fla. Stat. § 112.317, are unconstitutional under the First Amendment of the United States Constitution, and (ii) enjoining Defendants from enforcing the disclosure requirements.

### **JURISDICTION AND VENUE**

10. The Court has subject matter jurisdiction over this case pursuant to this Court's federal question jurisdiction, 28 U.S.C. § 1331, as this case arises under the First Amendment to the United States Constitution, as made applicable to the States by the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

11. This case seeks declaratory and injunctive relief, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, Federal Rule of Civil Procedure 57, and 42 U.S.C. § 1983.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), as two of the Defendants (Freddie Figgers and Luis M. Fuste) reside in this District (and all are residents of this State), the majority of the plaintiffs reside and serve as elected officials in the District, and a substantial part of the events giving rise to the claim herein occurred in this District.

### **THE PARTIES**

#### **A. Plaintiffs**

13. Plaintiffs in this action consist of the following current, elected officials of Florida municipalities:

- a. Town of Briny Breezes President of Town Council Elizabeth A. Loper;
- b. Town of Briny Breezes Alderman Keith J. Black;
- c. Town of Briny Breezes Alderman Kathleen M. Gross;
- d. Town of Briny Breezes Alderman William Birch;
- e. City of Miami Springs Councilmember Walter Fajet;
- f. City of Miami Springs Councilmember Jacky Bravo;
- g. City of Lighthouse Point Commissioner Patricia Petrone;
- h. Town of Palm Beach Mayor Danielle H. Moore;
- i. Town of Palm Beach President of Town Council Margaret A. Zeidman;
- j. Town of Palm Beach Council Member Edward A. Cooney;
- k. Town of Palm Beach Council Member Lewis Crampton;
- l. Town of Palm Beach Council Member Julie Araskog;
- m. Town of Palm Beach Council Member Bobbie Lindsay;
- n. North Bay Village Mayor Brent Latham;
- o. North Bay Village Vice Mayor Richard Chervony;
- p. North Bay Village Commissioner Andy Rotondaro;
- q. Golden Beach Mayor Glenn Singer;
- r. Indian Creek Mayor Bernard Klepach;
- s. Village of Bal Harbour Mayor Jeffrey P. Freimark ;
- t. Village of Bal Harbour Vice-Mayor Seth E. Salver;
- u. Village of Bal Harbour Councilman David Albaum;
- v. Village of Bal Harbour Councilman David Wolf;
- w. City of Weston Mayor Margaret Brown;
- x. City of Weston Commissioner Mary Molina-Macfie;

- y. City of Weston Commissioner Chris Eddy;
- z. City of Weston Commissioner Henry Mead;
- aa. City of Weston Commissioner Byron L. Jaffe;
- bb. City of Delray Beach Mayor Shelly Petrolia;
- cc. City of Delray Beach Vice Mayor Ryan Boylston;
- dd. City of Delray Beach Deputy Vice-Mayor Rob Long;
- ee. City of Delray Beach Commissioner Adam Frankel;
- ff. City of Delray Beach Commissioner Angela Burns;
- gg. City of Safety Harbor Mayor Joseph Ayoub;
- hh. City of Safety Harbor Commissioner Andy Steingold;
- ii. City of Safety Harbor Commissioner Carlos Diaz;
- jj. City of Safety Harbor Commissioner Nancy J. Besore;
- kk. City of Safety Harbor Commissioner Cliff Merz;
- ll. Cooper City Commissioner Jeremy Katzman;
- mm. City of Coral Springs Mayor Scott J. Brook;
- nn. City of Coral Springs Vice Mayor Shawn Cerra;
- oo. City of Coral Springs Commissioner Joshua Simmons;
- pp. City of Coral Springs Commissioner Joy Carter;
- qq. City of Coral Springs Commissioner Nancy Metayer Bowen;
- rr. City of Marco Island Vice-Chair Erik Brechnitz;
- ss. City of Margate Vice-Mayor Arlene Schwartz;
- tt. City of Margate Commissioner Antonio V. Arserio;
- uu. City of Margate Commissioner Joanne Simone;
- vv. City of Margate Commissioner Anthony N. Caggiano;

- ww. City of Destin Mayor Robert T. Wagner;
- xx. City of Destin Council Member John Stephens III;
- yy. City of Destin Council Member Torey CJ Geile;
- zz. City of Destin Council Member James B. Bagby;
- aaa. City of Destin Council Member Teresa R. Hebert;
- bbb. City of Lauderhill Mayor Kenneth R. Thurston;
- ccc. City of Lauderhill Commissioner Melissa P. Dunn;
- ddd. City of Lauderhill Commissioner Sarai “Ray” Martin;
- eee. City of Deerfield Beach Mayor Bill Ganz;
- fff. City of Deerfield Beach Vice-Mayor Bernie Parness;
- ggg. City of Deerfield Beach Commissioner Ben Preston;
- hhh. City of Deerfield Beach Commissioner Michael Hudak;
- iii. City of Aventura Vice-Mayor Paul A. Kruss;
- jjj. City of Aventura Commissioner Rachel Friedland;
- kkk. Village of Wellington Vice-Mayor Michael Napoleone;
- lll. Village of Wellington Councilwoman Tanya Siskind;
- mmm. Village of Wellington Councilwoman John T. McGovern;
- nnn. Village of Wellington Councilwoman Michael Drahos;
- ooo. City of New Smyrna Beach Mayor Fred Cleveland;
- ppp. City of Plantation Councilmember Jennifer Andreu;
- qqq. Town of Lantana Councilmember Kem E. Mason;
- rrr. City of Sebastian Mayor Charles Edward Dodd;
- sss. City of Sebastian Vice Mayor Kelly Dixon;
- ttt. City of Sebastian Council Member Frederick B. Jones;

uuu. City of Sebastian Council Member Bob McPartlan; and

vvv. City of Sebastian Council Member Christopher Nunn.

14. Plaintiffs are each duly elected or appointed officials of incorporated municipalities existing under the laws of the State of Florida and are currently in office.

15. As a result of the passage of SB 774, as of January 1, 2024, each, individual Plaintiff is subject to the financial disclosure requirements of Fla. Const., art. II, § 8(j) and Fla. Stat. § 112.3144, and are further subject to the fines, penalties and other enforcement mechanisms outlined in Fla. Stat. §§ 112.317 and 112.324.

16. Each Plaintiff is, therefore, required to file the requisite Form 6 (rather than the prior Form 1) on or before July 1, 2024.

17. The failure of any municipal elected official, including each Plaintiff, to make the compelled statements subjects him or her to a daily fine of \$25 per day up to a maximum of \$1,500 and, following an investigation and public hearing, a potential civil penalty of up to \$20,000 and, among other things, a potential recommendation of removal from office. *See* Fla. Stat. §§ 112.3144(8)(f), 112.324(4), and 112.317.

18. Plaintiffs now face prior to the imminent deadline of July 1, 2024, the obligation to engage in non-commercial, content-based speech requirement to publicly disclose, against their will, the financial information required in Form 6, or face fines or other penalties.

19. Throughout Florida, more than 100 municipal elected officials resigned rather than agree to engage in such unwanted speech.

20. Plaintiffs strongly desire to continue to serve the public and have therefore not yet resigned, but instead have chosen to challenge the new compelled speech requirement.

21. Accordingly, Plaintiffs have each suffered a concrete and particularized injury-in-fact that is actual or imminent.



**B. Defendants**

22. Defendant, Ashley Lukis (“Lukis”) is the Chair and a member of the Florida Commission on Ethics (“Commission”), a commission existing pursuant to Fla. Const., Art. II, § 8(h)(1) and Fla. Stat. § 112.320. Lukis is sued in her official capacity as Chair of the Commission.

23. Defendant, Michelle Anchors (“Anchors”) is the Vice Chair and a member of the Commission. Anchors is sued in her official capacity as Vice Chair of the Commission.

24. Defendant, William P. Cervone (“Cervone”) is a member of the Commission. Cervone is sued in his official capacity as member of the Commission.

25. Defendant Tina Descovich (“Descovich”) is a member of the Commission. Descovich is sued in her official capacity as member of the Commission.

26. Defendant, Freddie Figgers (“Figgers”) is a member of the Commission. Figgers is sued in his official capacity as member of the Commission and is a resident of this District.

27. Defendant, Luis Fuste (“Fuste”) is a member of the Commission. Fuste is sued in his official capacity as member of the Commission and is a resident of this District.

28. Defendant, Wengay M. Newton, Sr. (“Newton”) is a member of the Commission. Newton is sued in his official capacity as member of the Commission.

29. Lukis, Anchors, Cervone, Descovich, Figgers, Fuste, and Newton, collectively, comprise the Commission.

30. “The Agency Head is the entire Commission, which is responsible for final agency action.” *See* Statement of Organization and Operation of the Commission on Ethics, <https://www.ethics.state.fl.us/Documents/Ethics/statement%20of%20org.pdf?cp=2024127> (last accessed February 12, 2024).

31. The Commission, through each Defendant, is charged with implementing and enforcing the State’s financial disclosure laws, including, among many other things, the receipt of

Form 6 disclosures, training regarding Form 6, investigating alleged violations regarding Form 6 filings, imposing fines for failure to file Form 6, holding enforcement hearings regarding failure to file Form 6, making recommendations of removal from office for failure to file Form 6, and rendering legally binding advisory opinions regarding Form 6. *See* Fla. Const., Art. II, § 8(g); Fla. Stat. §§ 112.3144, 112.317, 112.320.

32. The Commission is also required to identify every person required to file Form 6, provide notification of said requirement to each person subject to these disclosures, and ensure compliance with the disclosure requirements by each person subject thereto. *See* Fla. Const., Art. II, § 8(g); Fla. Stat. §§ 112.3144, 112.317, 112.320.

33. In addition, the Commission's 2022 Annual Report (as well as previous annual reports) expressly requested that the Legislature enact legislation to require that elected municipal officials complete Form 6, rather than Form 1, leading to the enactment of SB 774. *See* Annual Report to the Florida Legislature for Calendar Year 2022, pg. 23, <https://ethics.state.fl.us/Documents/Publications/2022%20Annual%20Report.pdf?cp=202425> (last accessed February 12, 2024).

34. The only justification given by the Commission for its recommendation was:

Elected municipal officials are very important and administer vast amounts of public resources. For these, and other reasons, their disclosure should be on par with that of county officials and others who file Form 6, rather than Form 1. The Commission believes the enhanced disclosure should be applied to all elected municipal officials regardless of the population or revenue of the municipality.

35. Nowhere in its report did the Commission conclude that there has been an increase in the need to oppose corruption or conflicts of interest at the municipal level or that Form 1 in any way was insufficient to the task of guarding against those governmental ills. In short, the Commission justified its recommendation merely by noting that municipal officials should have

to disclose the same information others already disclose, without regard to the municipality's population, revenue, annual budget, or any elected municipal compensation amount, if any.

36. All acts alleged herein by Defendants and their agents, servants, employees, or persons acting on their behalf were done and are continuing to be done under color of state law.

37. Plaintiffs bring this action against the state officers (namely, the members of the Commission) who have the responsibility to enforce the Form 6 requirement against municipal elected officials (including Plaintiffs) and seek only prospective equitable relief to end the continuing violations of the First Amendment to the United States Constitution.

## **BACKGROUND**

### **A. History of Ethical Standards in Florida**

38. Beginning in the late 1960s, the Florida Legislature has enacted numerous laws regulating ethical conduct for Florida's elected officials, including laws related to the solicitation or acceptance of gifts, unauthorized compensation, misuse or abuse of public position, disclosure of certain information, doing business with one's agency, conflicting employment, lobbying restrictions, dual public employment, anti-nepotism, conflicts of interest, and financial disclosure. *See generally* Fla. Stat., Chapter 112.

39. The interests that the financial disclosures are intended to serve are stated by the Commission: "Financial disclosure is required of public officials and employees because it enables the public to evaluate potential conflicts of interest, deters corruption, and increases public confidence in government." *See* Florida Commission on Ethics, Financial Disclosure Information, [www.ethics.state.fl.us/FinancialDisclosure/Index.aspx](http://www.ethics.state.fl.us/FinancialDisclosure/Index.aspx), last accessed February 12, 2024.

40. In 1976, the Florida Constitution was amended to require that all elected, state constitutional officers annually file a full and public disclosure of their financial interests, which

is done through the state-adopted Form 6, requiring the disclosure of highly personal financial information. *See* Fla. Const. Art. II, § 8; Fla. Stat. § 112.3144; Exh. B.

41. The Form 6 requirement did not apply to elected municipal officials or candidates for municipal office prior to January 1, 2024.

#### **B. The Change from Form 1 to Form 6 for Elected Municipal Officials**

42. Instead, prior to January 1, 2024, elected municipal officials were required to make a more limited financial disclosure that nevertheless provides sufficient information to satisfy the interests of preventing conflicts of interest and public corruption and increasing public confidence in government. *See* Fla. Stat. § 112.3145. The elected municipal officials' financial disclosure was done through the state-adopted Form 1. Exh. A.

43. In the 2023 legislative session, the Florida Legislature duly enacted (and the Governor signed) SB 774, which was codified at Laws of Florida 2023-09, and which amended (in relevant part) Fla. Stat. § 112.3144, to change the financial disclosure requirements to require, as of January 1, 2024, that all elected municipal mayors and elected members of municipal governing boards (and candidates for such offices) file a Form 6 financial disclosure, rather than the previously required Form 1. *See* Fla. S.B. 774; Fla. Stat. §§ 99.061, 112.3144 (2023).

#### **C. Comparison of Form 6 to Form 1**

44. Form 6 is a highly intrusive and extreme level of required, public financial disclosure, mandating the disclosure of private financial information unrelated to any official duties and unnecessary to satisfy the interest of preventing conflicts of interest and public corruption or increasing public confidence in government. *See* Exh. B.

45. Specifically, Form 6 requires that the official disclose:

- (a) the official's exact net worth, to the penny, (b) the exact aggregate value of all household goods and personal effects, (c) the precise value of every other asset individually valued at over \$1,000 (including a description of

the asset), (d) the exact outstanding amount of all liabilities in excess of \$1,000, including the name and address of the creditor, (e) every primary source of income that exceeded \$1,000 during the year, including the name and address of the source of income and the precise amount of income, (f) every secondary source of income in excess of \$1,000 from any business of which the official owns more than 5%, including the name of the business entity, the major sources of business income (namely, any that account for 10% or more of the business's revenue), and the address and principal business activity or source, and (g) any interest in certain specified types of businesses.

See Exh. B.

46. In contrast, Form 1 requires that the official disclose:

(a) the name, address and principal business active for every primary sources of income in excess of \$2,500 (but not the amount), (b) every secondary source of income in excess of \$5,000 from any business of which the official owns more than 5%, including the name of the business entity, the major source of business income (any that account for 10% or more of the business's revenue), and the address and principal business activity or source, (c) a description of all real property (but not the value) of which the official had more than a 5% ownership interest, (d) a description (but not the value) of intangible property owned by the official and valued at more than \$10,000, (e) the name and address of each creditor to whom the official owed more than \$10,000 (but not the amount owed), and (f) any interest in certain specified types of businesses.

See Exh. A.

47. The information in Form 1 and Form 6 of each filer is made publicly available through the Commission's website.

## COUNT I

### **COMPELLED, CONTENT-BASED SPEECH IN VIOLATION OF THE FIRST AMENDMENT OF THE U.S. CONSTITUTION, PURSUANT TO 42 U.S.C. § 1983**

48. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1 through 47, as if fully set forth herein.

49. The First Amendment to the United States Constitution, as applied to the States by the Fourteenth Amendment, prohibits the government, including Defendants, from abridging Plaintiffs' freedom of speech though government-compelled speech.

50. The First Amendment's speech rights include the right to speak freely, the right to refrain from speaking at all, and the right not to speak certain words or messages.

51. The statements required by Fla. Stat. § 112.3144, through Form 6, constitute non-commercial, compelled speech from Plaintiffs in violation of the First Amendment.

52. Specifically, Fla. Stat. § 112.3144 unconstitutionally compels Plaintiffs to make invasive, public disclosures about their personal finances through Form 6.

53. The required disclosures of Fla. Stat. § 112.3144, through Form 6, are content-based speech because they compel individuals to speak a particular message. Compelled speech is no less compelled and no less speech because it is required to be in writing.

54. For example, among many other things, on July 1, 2024, each Plaintiff will be forced to say the words: "My Net Worth as of December 31, 2023 was \$\_\_\_\_\_." *See* Exh. B at 1.

55. Plaintiffs would not otherwise engage in such non-commercial, content-based speech (namely, publicly disclosing to the public their exact net worth, income, asset values and other personal financial information required in Form 6) but for the requirements of Fla. Stat. § 112.3144 and the threat of fines, penalties and other enforcement mechanisms set forth in Fla. Stat. § 112.317.

56. The compelled speech in Form 6, as required by Fla. Stat. § 112.3144, is readily reviewable (now and for many years to come) by the public on the Internet, and the information in each filed Form 6 is clearly and readily associated with the individual filer (i.e., via the name of each individual Plaintiff).

57. Because the compelled speech is effectuated through state statute, the constitutional deprivation at issue here is caused by official policy of the state and under color of state law.

58. Although Plaintiffs recognize the government's interest in preventing conflicts of interest, deterring corruption, and increasing public confidence in government, Fla. Stat. § 112.3144, as amended by SB 744, and the application of Form 6 to elected municipal officials are not narrowly tailored to achieve these interests.

59. Requiring Plaintiffs to make the additional, compelled speech required by Form 6 (as opposed to the statements previously required through Form 1) are not the least restrictive means to accomplish any compelling government purpose.

60. Accordingly, an actual controversy exists between Plaintiffs and Defendants, each of whom have adverse legal interests of sufficient immediacy to warrant the issuance of a declaratory judgment and injunctive relief.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor:

A. Declaring, pursuant to 28 U.S.C. § 2201, 42 U.S.C. § 1983, and Rule 57, Fed. R. Civ P., that Fla. Stat. § 112.3144 (2023) compels Plaintiffs to engage in content-based, non-commercial speech in violation of the First Amendment of the United States Constitution and is, therefore, unconstitutional;

B. Enjoining, pursuant to 28 U.S.C. § 2202, Defendants from enforcing Fla. Stat. § 112.3144 (including the imposition of any fines, penalties or other enforcement) against Plaintiffs, arising from the failure of any Plaintiffs to file a Form 6 while subject to such requirements;

C. Awarding Plaintiffs their costs and expenses (including attorneys' fees) incurred in bringing in this action, pursuant to 42 U.S.C. § 1988, 28 U.S.C. § 1920, and other applicable law; and

D. Granting such other relief as this Court deems just and proper.

Dated this 15th day of February, 2024.

WEISS SEROTA HELFMAN  
COLE + BIERMAN P.L.  
200 East Broward Blvd., Ste. 1900  
Fort Lauderdale, FL 33301  
Telephone: (954) 763-4242  
Facsimile: (954) 764-7770

By: /s/ Jamie A. Cole  
JAMIE A. COLE  
Florida Bar No. 767573  
[jcole@wsh-law.com](mailto:jcole@wsh-law.com)  
[msaraff@wsh-law.com](mailto:msaraff@wsh-law.com)  
EDWARD G. GUEDES  
Florida Bar No. 768201  
[eguedes@wsh-law.com](mailto:eguedes@wsh-law.com)  
[szavala@wsh-law.com](mailto:szavala@wsh-law.com)

*Counsel for Plaintiffs*



# Exhibit A

2023 Form 1 - Statement of Financial Interests

**General Information**

Name: DISCLOSURE FILER  
 Address: SAMPLE ADDRESS  
 County: SAMPLE COUNTY

PID SAMPLE

**AGENCY INFORMATION**

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

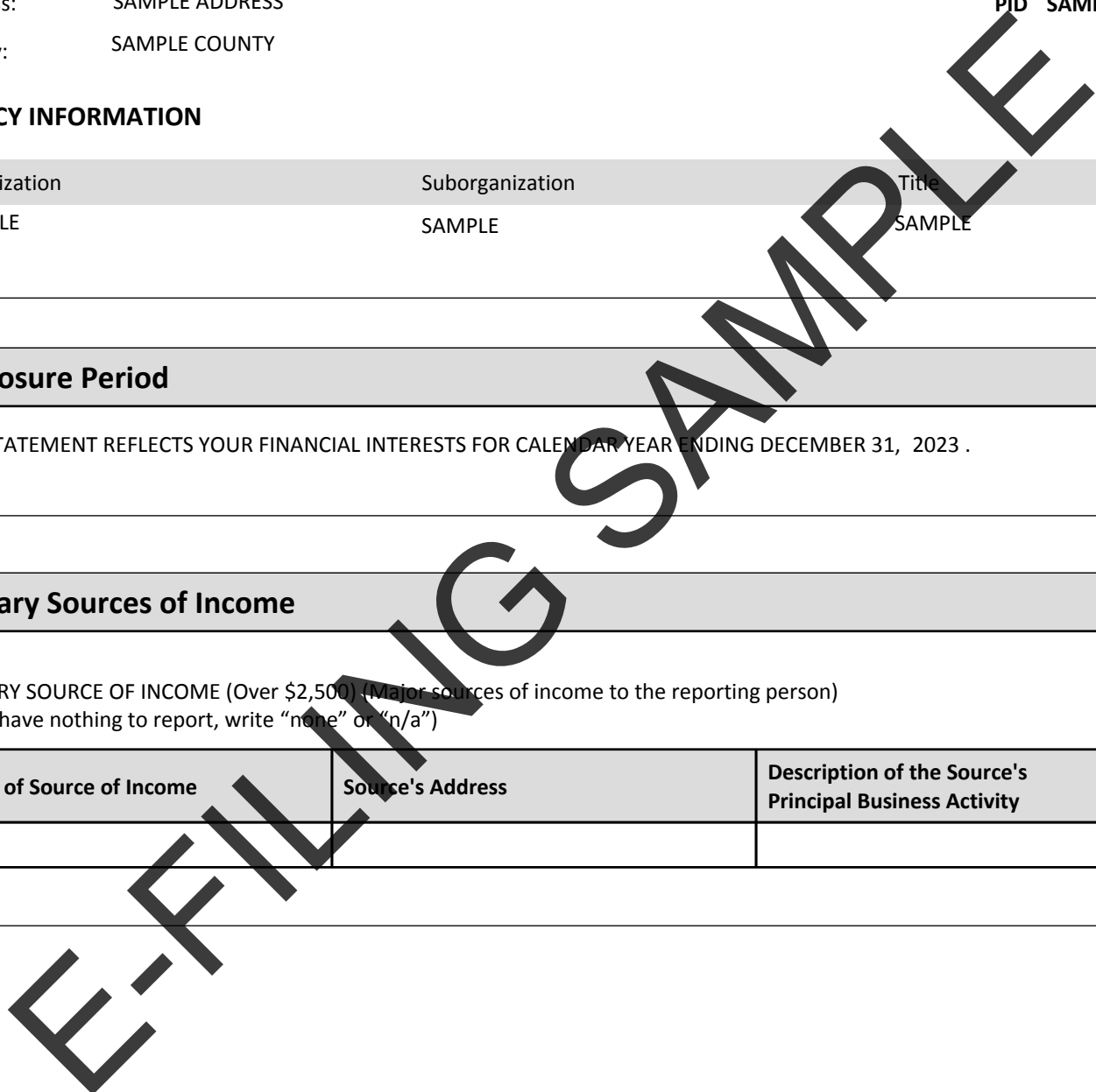
**Disclosure Period**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

**Primary Sources of Income**

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)  
 (If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity



2023 Form 1 - Statement of Financial Interests

**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

**Real Property**

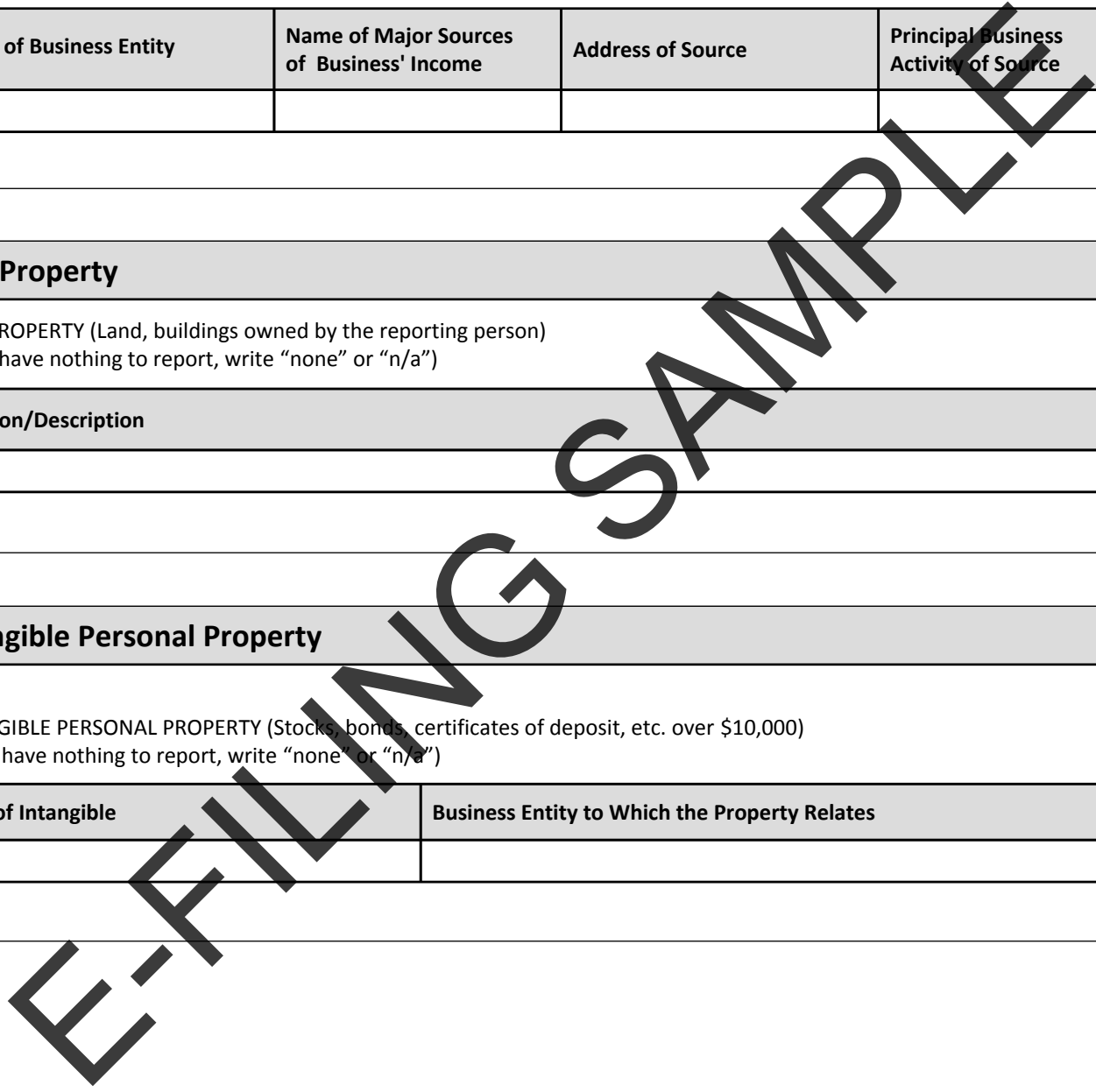
REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Location/Description

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates



2023 Form 1 - Statement of Financial Interests

**Liabilities**

LIABILITIES (Major debts valued over \$10,000):  
 (If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

**Interests in Specified Businesses**

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
 (If you have nothing to report, write "none" or "n/a")

Business Entity # 1

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

E-FILING SAMPLE

2023 Form 1 - Statement of Financial Interests

**Signature of Filer**

Digitally signed:

**Filed with COE:**

E-FILING SAMPLE

# Exhibit B

2023 Form 6 - Full and Public Disclosure of Financial Interests

General Information		
Name:	DISCLOSURE FILER	
Address:	SAMPLE ADDRESS	PID SAMPLE
County:	SAMPLE COUNTY	
AGENCY INFORMATION		
Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Net Worth
My Net Worth as of <u>December 31, 2023</u> was \$ <u>[AMOUNT]</u> .

Assets	
Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.	
The aggregate value of my household goods and personal effect is <u>N/A</u> .	
ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:	
Description of Asset	Value of Asset

2023 Form 6 - Full and Public Disclosure of Financial Interests

<b>Liabilities</b>		
LIABILITIES IN EXCESS OF \$1,000:		
Name of Creditor	Address of Creditor	Amount of Liability
JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:		
Name of Creditor	Address of Creditor	Amount of Liability

<b>Income</b>			
Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2022 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.			
<input type="checkbox"/> I elect to file a copy of my 2023 federal income tax return and all W2s, schedules, and attachments.			
PRIMARY SOURCES OF INCOME:			
Name of Source of Income Exceeding \$1,000	Address of Source of Income	Amount	
SECONDARY SOURCES OF INCOME (Major customers, clients, etc. of businesses owned by reporting person):			
Name of Business Entity	Name of Major Sources of Business Income	Address of Source	Principal Business Activity of Source



2023 Form 6 - Full and Public Disclosure of Financial Interests

**Interests in Specified Businesses**

**Business Entity # 1**

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

**Signature of Reporting Official or Candidate**

Under the penalties of perjury, I declare that I have read the foregoing Form 6 and that the facts stated in it are true.

Digitally signed:

Filed with COE:



# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

---

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, LINCOLN AVENUE SPEED HUMPS

**SUBJECT:** Town Commission will consider quotes received for speed humps along Lincoln Avenue.

**STAFF ANALYSIS:** Staff included the purchase of speed humps in the FY 2023-2024 budget to help with the speeding issue around town. Staff has provided three locations for the Commission to consider. All vendors have materials in stock for next day shipping.

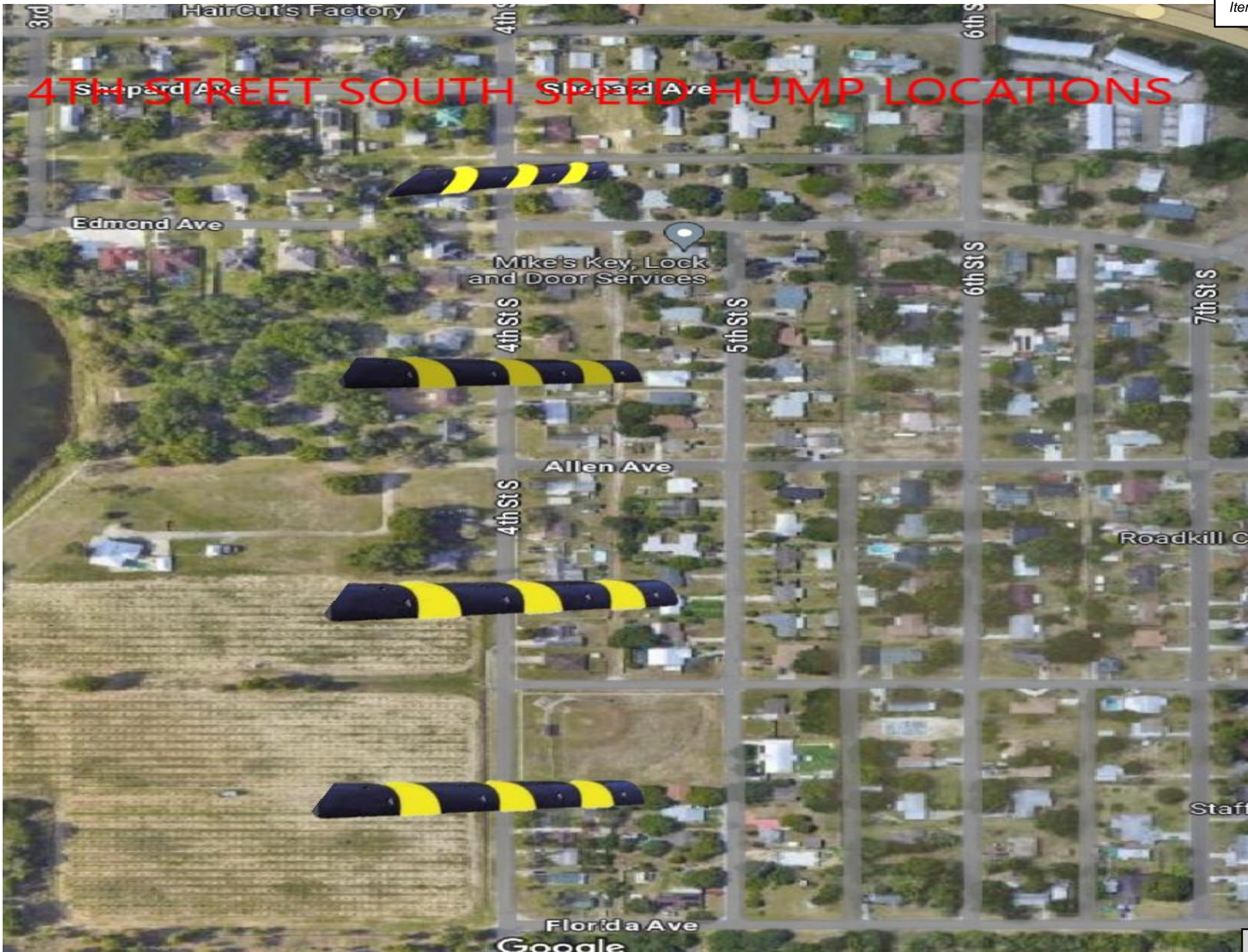
**FISCAL IMPACT:** \$3903.46

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** Quotes  
Location map









# 8TH STREET NORTH SPEED HUMP LOCATIONS





1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING REQUEST** Item 5.

REQUEST # 14055390

Thank you for your interest in Uline!

**PROVIDED TO:** DUNDEE TOWN OFFICE  
 202 E MAIN ST  
 DUNDEE FL 33838-4217

**SHIP TO:** DUNDEE PUBLIC WORKS  
 1500 RACE RD  
 DUNDEE FL 33838-4439

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
21453356			AVERITT EXPRESS	02/29/24	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
16	ST	H-2396	ASPHALT INSTALLATION KIT	15.00	240.00
16	EA	H-2394	SPEED BUMP - 6 , RUBBER	155.00	2,480.00
32	EA	H-7932	DELUXE RUBBER SPEED BUMP END CAP - 9 X 12 X 3"	35.00	1,120.00

SUB-TOTAL 3,840.00	SALES TAX .00	SHIPPING/HANDLING 210.93	TOTAL 4,050.93
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**NOTE:**

DELIVERY TIME 2 BUSINESS DAYS VIA AVERITT EXPRESS.  
 ATTENTION: JOHNATHON VICE

Amy  
Treetop Products  
Key Accounts Representative - Traffic Safety Specialist  
630-845-5457



Treetop Products, LLC  
222 State Street  
Batavia IL (630) 845-5457  
[keyaccounts@treetopproducts.com](mailto:keyaccounts@treetopproducts.com)

# Quote

Account Number - 164154

Estimate # QUOTRE34108

2/29/2024

<b>Customer</b>	<b>Ship To</b>
Town Of Dundee PO Box 1000 Dundee FL 33838-1000	Town Of Dundee 1500 Race Road Dundee FL 33838

Item	Qty	Rate	Amount	Estimated Lead Time
3ZB3242 Safety-Striped Big Bump	16	\$148.85	\$2,381.60	Ships in 1 to 2 Days
3ZB3243 End Cap - Safety Striped Big Bump	32	\$18.85	\$603.20	Ships in 1 to 2 Days

<b>Subtotal</b>	\$2,984.80
<b>Tax Total (%)</b>	\$0.00
<b>Shipping</b>	\$918.66
<b>Total</b>	\$3,903.46



# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

---

<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, IRRIGATION WELL REPLACEMENT
<b>SUBJECT:</b>	Town Commission will consider quotes received for irrigation well replacement at the Veteran’s Memorial/Development Services Building
<b>STAFF ANALYSIS:</b>	While making repairs to the DSB’s irrigation system and making an irrigation plan for the Veteran’s Memorial staff discovered that the irrigation system was running off of a nonfunctioning well, not the Town’s water lines. On the advice of the Utilities Director, staff will replace the well rather than connecting to the Town’s supply. Staff has received three quotes to replace the well pump and control box and is asking for approval so landscaping plans can be put into action for both locations.
<b>FISCAL IMPACT:</b>	\$6475.00
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Quote sheets



**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 3/6/2024

DEPARTMENT: Facility Maintenance (DSB)

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: to replace irrigation well and controls for development service building

Vendor Selected:

**VENDOR #1**

COMPANY NAME: Dunham Well Drilling Inc

CONTACT NUMBER: 863-965-2881

NAME OF REPRESENTATIVE: Todd (emailed)

PRICE: \$8351.00

SHIPPING: included in price

COMMENTS: to replace irrigation well and controls

Vendor Selected:

**VENDOR #2**

COMPANY NAME: Fussell Well Drilling

CONTACT NUMBER: 863-984-3144

NAME OF REPRESENTATIVE: Dustin (emailed)

PRICE: \$6475.00

SHIPPING: included in price

COMMENTS: to replace irrigation well and controls

Vendor Selected:

**VENDOR #3**

COMPANY NAME: Spivey Well Drilling Inc

CONTACT NUMBER: 863-676-1635

NAME OF REPRESENTATIVE: Willie (verbal)

PRICE: \$8254.31

SHIPPING: included in price

COMMENTS: to replace irrigation well and controls

DEPARTMENT DIRECTOR/SUPERVISOR: *John Mark U...*

DATE: 3/6/2024

TOWN CLERK: *Town Clerk*

DATE: 3-6-24

FINANCE DIRECTOR APPROVAL: *[Signature]*

DATE: 3/6/2024

TOWN MANAGER APPROVAL: *[Signature]*

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:

# Proposal

**DUNHAM WELL DRILLING, Inc.**  
 1341 42nd Street, N.W.  
 Winter Haven, Florida 33881  
 (863) 965-2881

PROPOSAL SUBMITTED TO Town of Dundee	PHONE	DATE February 29, 2024
STREET 202 E. Main Street	JOB NAME	
CITY, STATE AND ZIP CODE Dundee, FL 33838	JOB LOCATION 124 Dundee Rd. Dundee, FL	

We hereby submit specifications and estimates for:

- 4" Well repairs
  - Pull and replace 5HP submersible pump and raise well casing
  - 5HP submersible pump and motor
  - 105' of 2" galvanized drop pipe
  - 105' of double jacketed submersible pump wire
  - Splice kit
  - 4"x8" stainless steel wrap around
  - Well casing extension
  - 5HP standard control box
  - 4"x2" well seal
  - Run new wire from well to control box
  - Misc. parts and fittings (\$250)
  - 5HP pump start relay
  - 6hrs labor including 1hr initial service call
- Total Estimate                      \$8,351.00

This is a rough estimate, this will be done on a time and materials basis. Irrigation repairs and wiring will be done on a time and materials basis and is not included in this quote.

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the subject of the terms and conditions of this agreement, for the sum of: \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Payment to be made as follows:

Any alteration or deviation from the above specifications involving extra costs will be executed only upon request of the purchaser, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. All accounts in excess of thirty (30) days will have a finance charge of one and one-half percent (1 1/2%) per month on full unpaid balance which is an annual percentage rate of 18%. The minimum payment due will be the payment of the indebtedness in full. Buyer agrees to pay collection expenses, including reasonable attorney's fees and court costs. If it is necessary to collect the account through legal action. Seller disclaims all warranties of merchantability or fitness in connection with the goods sold in accordance with this proposal, except as expressly provided herein in writing. By the Buyer's signature on this proposal, the person executing this proposal individually guarantees payment of the account including payment of all cost and expenses incurred by Dunham Well Drilling, Inc., in the collection of the indebtedness on the account, including reasonable attorney's fees incurred in connection with the collection work, litigation, appeals or otherwise. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE PART OF THIS AGREEMENT.

DUNHAM WELL DRILLING, INC. *Todd Dunham* Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

By: \_\_\_\_\_

**Acceptance of Proposal** - The above prices, specifications, items and conditions have been reviewed and are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and on the reverse side.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

# ESTIMATE

Item 6.

Fussell Well Drilling, Inc. 863-984-3144  
5469 Berkley Rd  
Auburndale, FL 33823



Town of Dundee

**Bill to**  
Matthew Jones  
Town of Dundee  
124 Dundee Rd  
Dundee, FL 33838

**Estimate details** Site Location: 124 Dundee Rd, Dundee  
Estimate no.: 2701  
Estimate date: 03/05/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		<b>5-Hp 4" Submersible Liquid End, 5-Hp 1-phase 230-volt Motor, and 5-Hp Control Box</b> 5-Hp 4" submersible liquid end, 5-Hp 1-phase 230-volt motor, and 5-Hp control box with installation and 2-year warranty. Excludes drop pipe.		1	\$5,925.00	\$5,925.00
2.		<b>5-Hp Pump Start Relay</b> 5-Hp pump start relay with installation and 2-year warranty		1	\$200.00	\$200.00
3.		<b>Casing Repair, 4" black steel</b> Includes permit to modify existing well casing with labor, and materials to extend with 4" black steel casing extension at least 12-18" above grade. Materials used 2' of 4" black casing, 4" black steel press coupling, 4" well seal, miscellaneous fittings for plumbing. **No charge for pull and set since work to be done while replacing the pump.		1	\$350.00	\$350.00
<b>Total</b>						<b>\$6,475.00</b>

## Note to customer

Customer is responsible for providing adequate access for our equipment to the well location; this includes trimming tree limbs and/or building access roads to excessively wet or soft, sandy sites. FWD will not be held liable for damage to concrete drives, sidewalks, brick pavers, and buried lines.



# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

---

<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, PICKLEBALL COURT
<b>SUBJECT:</b>	Town Commission will consider the pickleball court estimate received.
<b>STAFF ANALYSIS:</b>	Per instruction from the Commission, staff is providing and estimate for a pickleball court design and installation. Staff reached out to several vendors but only received one response. Staff is seeking the Commission’s recommendation on how they would like to move forward as this would have to be put out for RFP.
<b>FISCAL IMPACT:</b>	\$29, 482.55
<b>STAFF RECOMMENDATION:</b>	At the will of the Commission
<b>ATTACHMENTS:</b>	Court specs Court installation instructions Estimate from JCR Construction

JCR Construction & Services LLC.  
 3804 Block Prine Rd  
 FL 33810  
 jcrconstructionservices@gmail.com

Item 7.



**ADDRESS**

Town Of Dundee  
 202 E Main St, Dundee, FL,

**ESTIMATE #** 4166

**DATE** 01/22/2024

ACTIVITY	QUANTITY	RATE	AMOUNT
<b>Material &amp; service</b> Remove the top layer of vegetation. Frame in preparation for the concrete. Provide concrete 21x45x4" pad of with a soft broom finish.	1	17,012.00	17,012.00
<b>Materials &amp; Installation</b> Provide a Versacourt. tile system tiles to install on top of the concrete for the pickle-ball lines. NOTE CUSTOMER TO SELECT THE COLOR	1	8,625.00	8,625.00
<b>Overhead</b> 15% of overhead 50% at the beginning 50% at the end of the project. Too fabrication of the escort will be between 3-5 weeks.	1	3,845.55	3,845.55
TOTAL			<b>\$29,482.55</b>

Accepted By

Accepted Date





# VERSACOURT TILE INSTALLATION INSTRUCTIONS



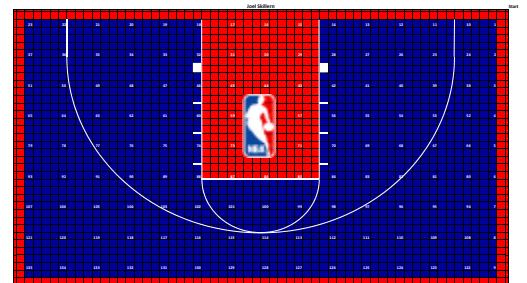
## INTRODUCTION

### CONGRATULATIONS ON YOUR NEW VERSACOURT

Thank you for purchasing your VersaCourt tile system. VersaCourt is a suspended tile surface attached together with a special latching mechanism that snaps together easily. To ensure a trouble-free installation, certain guidelines must be followed

### THE VERSACOURT DIY DIFFERENCE

Your custom court was fully assembled in our warehouse and all requested lines and logos were pre-painted by our team of professionals in a controlled environment to ensure accuracy and longevity. We then numbered each section, disassembled your court, and packed the tiles according to your numbered diagram. This process makes your VersaCourt DIY installation simple. However, if you have questions or need assistance during the assembly of your court please call us at 800-540-4899.





## THINGS TO KNOW

### ABOUT VERSACOURT TILES:

A VersaCourt game court is made up of tiles, each measuring 10.03" square. These tiles are connected by a simple, but precise interlocking mechanism. The picture shows the hook side and the receiver sides of the tile. (See image 1)

### EXPANSION:

VersaCourt tile is a polypropylene plastic floor, which expands and contracts with temperature changes. A 100' floor can expand 2" on both sides lengthwise when the weather warms up to 100°F (37°C). For this reason, it is important that the tile be trimmed at least 1/2" from any stationary object such as a goal post or fence post. Tips on trimming your tile are outlined on Page 5. (See image 2)

### SUBSURFACE PREPARATION:

It is important that the surface of the substructure enables the VersaCourt to expand and contract. Asphalt, being oil based and rough, is inherently slippery and makes a very good subsurface, as well as a rough (medium broom) cement finish. If the tiles expand without being able to slide, it will start to buckle in various portions of your court.

VersaCourt can be laid over structural cracks (no wider than 1/2") in the subsurface. Sharp cracks should be faceted or rounded so that the ball bounce is consistent and the tiles don't "catch" when the floor expands and contracts. (See image 3)

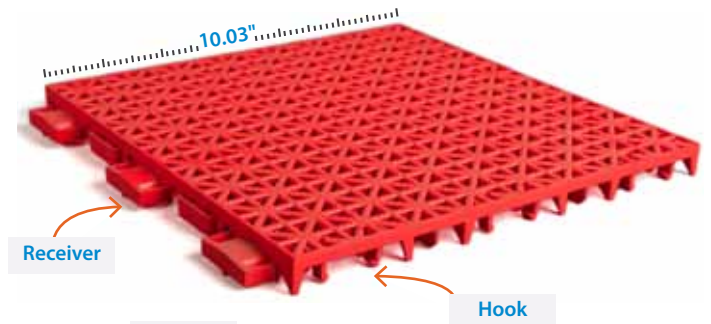


Image 1

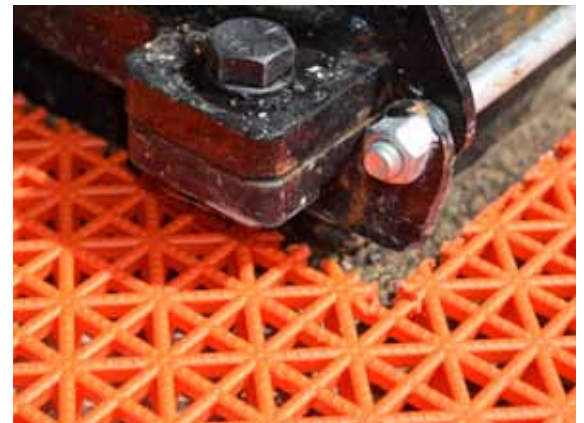


Image 2



Image 3



## INSTALLATION

### BEFORE YOU BEGIN:

#### STEP 1

Review your packing slip and verify all materials are included and have not incurred any damage during shipping. *(See Image 1)*

#### STEP 2

Review your custom, numbered court layout document found in your VersaCourt Installation Packet. *(See Image 2)*

#### STEP 3

Confirm your base is ready for court tile installation and relocate your pallets to the install site.

#### STEP 4

Unpack your tile pallets, remove and discard the plastic and cardboard wraps. *(See Image 3)*

#### STEP 5

We recommend you watch our 15 minute installation video before beginning your project. This video thoroughly illustrates all steps outlined in this instruction manual.

<https://www.youtube.com/watch?v=qqwBezft91E>



Image 1

Lay all the sections out without connecting them first to make sure everything is in proper place and fit on our design.  
 When laying out the sections of tile - position them so the "top" or top side of the tile are facing the same way as noted on this layout (when facing the basketball goal, to your left and opposite side of the goal).  
 Lay out sections of tile as noted on this layout. When all sections are in proper place, you can snap them together and add ramp edges to all four sides of the court.

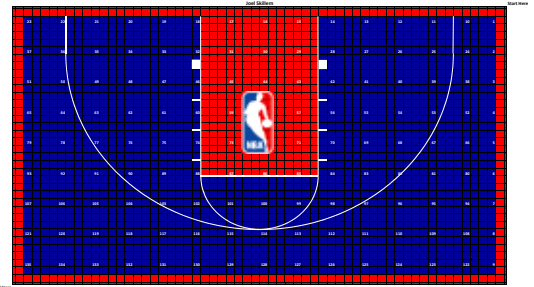


Image 2



*To watch our installation video on your mobile device, simply scan the QR code now.*



Image 3

## INSTALLING YOUR TILE

### STEP 1

The easiest way to install VersaCourt tile is to start in one corner with the hook end of the tiles facing to the right and down; or in a more basic description "pointing towards the corner". Locate Panel #1 on your diagram and find panel #1 of your tile and simply lay the tile into place. (See Image 1)

Do not snap your tile together on this step. Lay each panel of tile next to each other until your court is fully laid out. You will snap your tiles together in Step 4.

### STEP 2:

Locate Panel #2 and lay into place, continuing in numerical order moving across your diagram until all panels are in place.

### STEP 3:

Step back and visually inspect to ensure sure your sections are in their proper place. Make sure the basketball lane lines up with your goal, as well with any tennis lines, logos and other lines matching your diagram, etc.

### STEP 4:

Snap your tiles together. Starting with #1 and move across your court in the same order you laid the tiles down. By gently stepping on the seams, starting at one corner, the hook ends are pressed into the receiver end for a strong hold. (See Image 2)

**DO NOT USE EXCESSIVE FORCE! THIS WILL CAUSE DAMAGE TO THE VERSACOURT TILES.**

### STEP 5: FOR COURTS 30' X 30' AND SMALLER ONLY

Secure one edge of your basketball court. See Page 6 for instructions on Anchoring Tile To Subsurface.

### STEP 6:

Install your ramps and corner pieces. You will have 2 types of ramps, a receiver end and hook end, and 4 corner pieces. (See Image 4)

### STEP 7:

Remove all the numbered stickers and enjoy your new VersaCourt!



Image 1



Image 2



Image 3

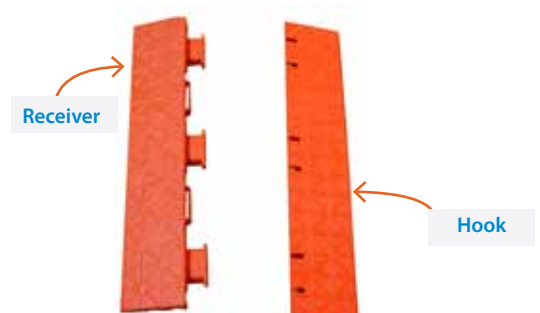


Image 4

## TRIMMING TILE

### TRIMMING TO FIT:

Trimming the tiles to fit along an edge or to go around an obstacle may be necessary in order to fit properly. If this is necessary for your installation there are several options available for cutting the tile.

The tile can be trimmed using a table saw as shown in image 1.

The tile can be trimmed with a hand-held circular saw as shown in image 2. You will need to use a fine tooth blade to keep the saw from chipping the tile. This method works well if you have several tiles that need to be trimmed to the same length.

Another method for trimming tile is a sharp razor knife or box knife as shown in image 3.

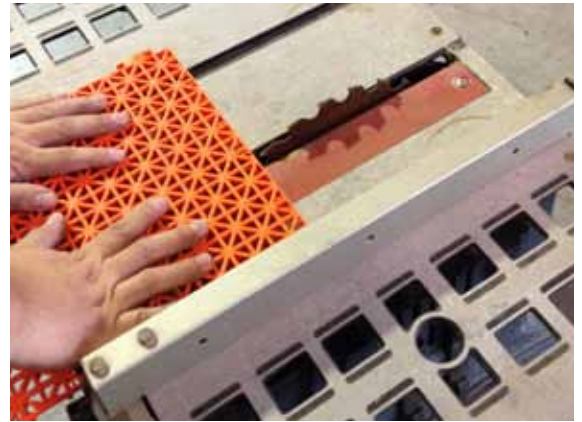


Image 1



Image 2



Image 3

## ANCHORING TILE

### ANCHORING TILE TO SUBSURFACE:

Courts which are smaller in size (typically 30' x 30' or less) and see a lot of activity may be susceptible to shifting. It is generally more noticeable on basketball courts. The tiles tend to shift towards the goal, which is caused by continuously running and stopping toward the goal.

### Tools required

- Power Drill - Hammer drill preferred, used for drilling the holes in the concrete and installing the concrete screws in place.
- Concrete screws - Tapcon, 3/16" x 1 3/4", countersink head. The box of screws typically comes with the necessary masonry drill bit.

### STEP 1:

Position the court tiles on the concrete slab so that the court is properly located with respect to the goal and the edges of the court. You will only anchor ONE SIDE of your court (the side OPPOSITE the basketball goal).

### STEP 2:

Using a hammer drill, drill a hole within the center (or middle) locking tab, every other tile along only ONE side of you court (side opposite the basketball goal). Transition ramps will cover these screws. (See image 1)

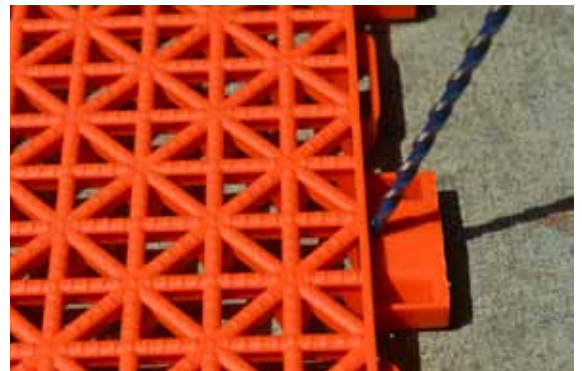


Image 1

***NOTE: DO NOT SECURE ADDITIONAL SIDES OF YOUR COURT WITHOUT FIRST CHECKING WITH VERSACOURT. THEY CAN ADVISE ON WHAT IS BEST FOR YOUR PARTICULAR APPLICATION.***

### STEP 3:

Install the Tapcon anchoring screws. Make sure not to over tighten the screws. (See image 2)

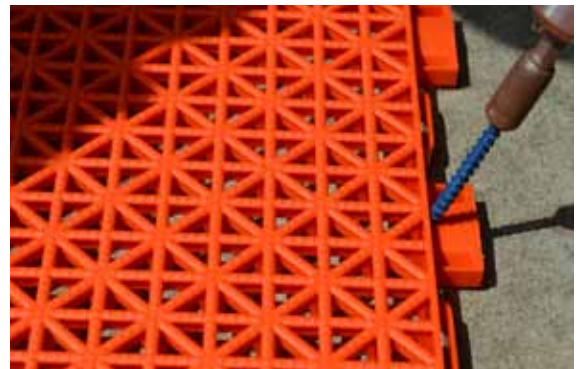


Image 2

### STEP 4:

Install ramps as noted in STEP 6 on PAGE 2 of "INSTALLING YOUR TILE". (See image 3)

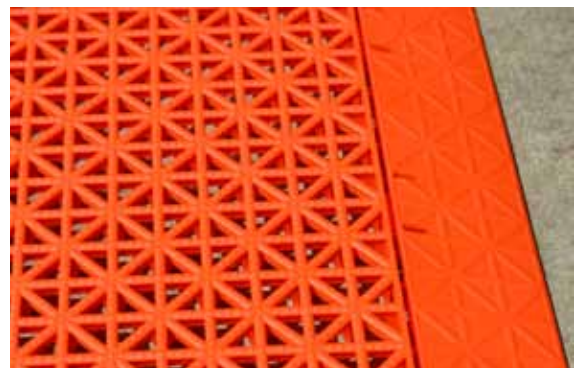


Image 3

## CARE AND MAINTENANCE

### REPLACING TILES:

Tiles are replaced in a matter of seconds. Insert a hook or screwdriver into a hole closest to the corner of the tile which does not have receivers and pull up.

### MAINTENANCE CLEANING:

VersaCourt tile can be cleaned in a variety of ways. If it is an outdoor application, leaves, sticks, and trash can build up on the surface. A leaf blower can be used to remove most debris. If the tile surface is dusty or dirty then a power washer can be used – be sure to set it on a low-pressure setting and do not directly spray the painted lines.

Over time dirt, leaves, rocks and other debris may accumulate under the tile. If this does occur to the point where the tile is full, unsnap the tiles in large sections and slide the tile out of the way to clean the subsurface.

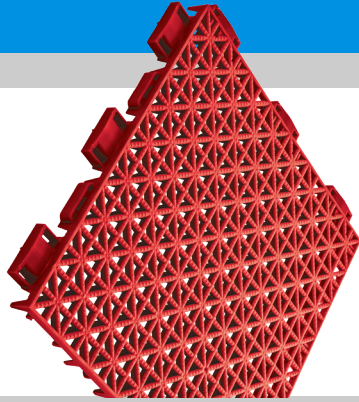
## FOR MORE INFORMATION

You have now completed the installation process for your VersaCourt. If you would like to submit a picture of your finished project email photos to [info@versacourt.com](mailto:info@versacourt.com)

If you encounter any issues during your installation process, feel free to call VersaCourt at 800-540-4899 for advice. We thank you for choosing VersaCourt as your preferred court tile provider. We are confident that you will enjoy many years of fun on your new VersaCourt!











This installation manual is provided for informational purposes only to give the consumer basic understanding of the installation process for VersaCourt products. The following procedures are in accordance with VersaCourt tile installations. VersaCourt makes no warranty as to, and bears no liability for, the content or use of this installation manual. VersaCourt will not be held liable for any "self-installed" court systems. For self-installed court systems, owner assumes all responsibility and liability. VersaCourt representatives will, however, remain available for any questions you may have during your installation.





## Pickleball Performance Modular Court Tile

Pickleball Performance by VersaCourt has been designed to ensure high-performing ball bounce for each dink. Our innovative tile design, unique six-point locking system and PlayRight™ technology ensures a seamless and comfortable playing surface. Up your practice, play and performance when you bring the fun home to your family and community with this game-changing modular pickleball tile.

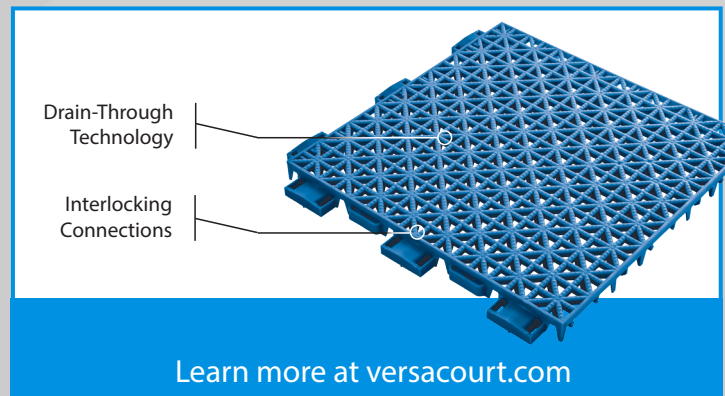
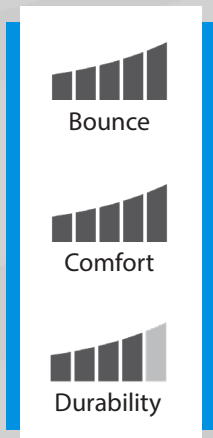
	Dimensions	10.13" x 10.13" x .75" (7.68 oz)
	Shock Absorption ASTM 2569	39.7% - Class 3
	Skin Abrasion ASTM F1015	31.9
	Vertical Deformation ASTM F2772	Class A - 2.7mm
	Ball Rebound EN 12235	99.8%
	Friction ASTM E303	BPN 83 (Dry)
	Do It Yourself	Quick install in hours not days provides a low maintenance, hassle free cleaning.
	Construction	Open grid design with 1/4" built in, self-draining channeling system
	100% Recyclable	100% sustainable
	Warranty	Limited Lifetime Warranty

**PLAYRIGHT™**  
TECHNOLOGY

 **Maximum Ball Bounce**  
Designed with PlayRight™ technology for a consistent ball bounce.

 **Superior Comfort and Safety**  
Easy on the body and joints.

 **Customizable options**  
Customize the floor with your company's brand colors and logos.



Recommended Uses:

-  Pickleball
-  Racket Sports
-  Basketball
-  Multi-Sport



VERSACOURT™

Item 7.

# Pickleball Performance Modular Court Tile

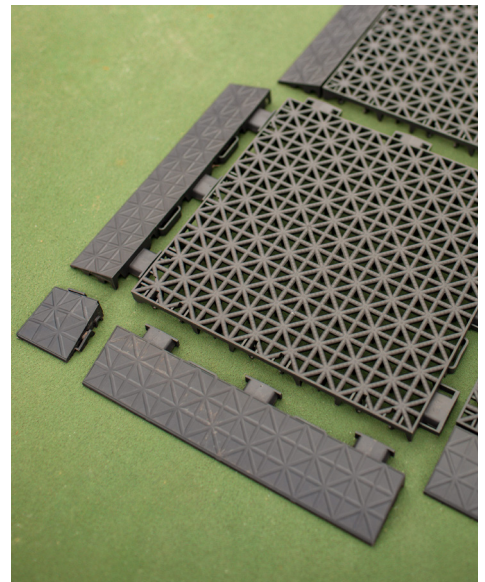
## Additional Facts:

Channeling System	.25 inch
Profile	Open .125 inch perforations
Cleaning	Leaf blower or Pressure washer
Materials	Proprietary blend of Polypropylene and other materials

## Available Colors:

**R** Ramps available in all colors

**S** Special colors available upon request





# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, CONTRACTOR ROAD CLOSURE
- SUBJECT:** Town Commission will consider John M Hall’s temporary road closure application.
- STAFF ANALYSIS:** Staff has received a road closure application from Jon M Hall Construction who is working on Bella Vista in the area of 4<sup>th</sup> Street South. They are requesting the Town shut down the dirt road to through traffic so they can lay offsite utilities and complete the improvements required during the DRC plan review. The contractor has reached out to affected residents to assure them, and the Town, that they will have access to their property. Staff has reviewed this request and it falls within the scope of work in the approved construction plans for this project.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval.
- ATTACHMENTS:** Road Closure Application  
Closure maps



# Town of Dundee



## TEMPORARY LANE AND ROAD CLOSURE APPLICATION:

Required Fee: Zero Project # \_\_\_\_\_

Project Name: Bella Vista Date of Application: March 07, 2024  
Facility Permit # or Right of Way Permit #: \_\_\_\_\_  
(If applicable)

Affected Road (s) 4th Avenue, Lincoln Avenue, and Camp Endeavor Bld.  
Closer Limits: From Florida Ave. & 4th Ave South to Lincoln Ave To: Lincoln Ave. West to Pine St. / Camp Endeavor  
Effective Date: March 2024 To: December 2024

Reason for Closure: Earthwork, Utility Work, Roadway Improvements on Lincoln Ave. & 4th Ave.  
Applicant or Contractor: Jon M Hall Company  
24-Hour Emergency Contact: Micahel Collins Email: mcollins@jonmhallcompany.com

Applicant's Signature (required):  Date: 3/7/2024

**For office use only:**

Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Development Director: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**Recommendation:**

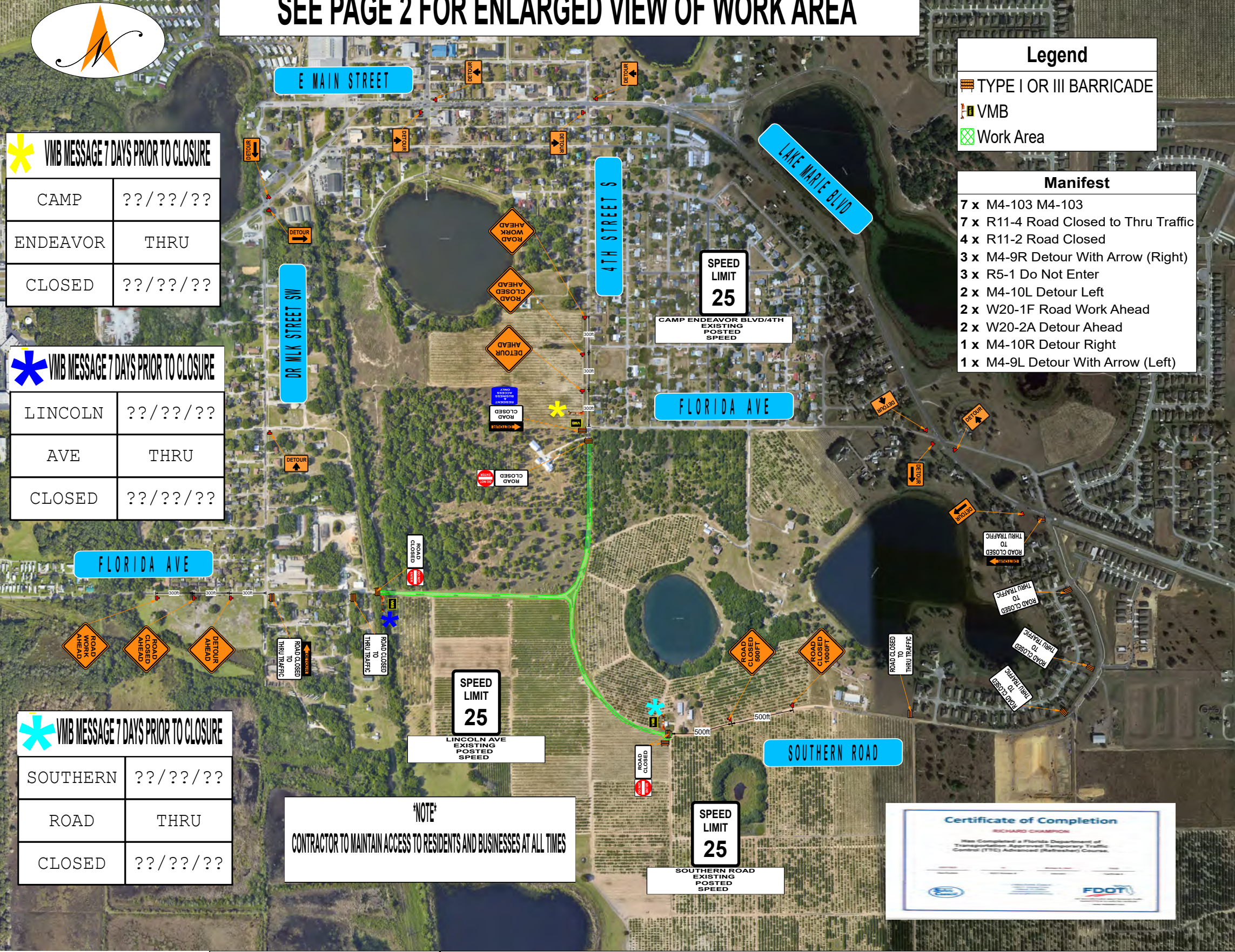
Incomplete     Denied     Approved     Approved with Conditions

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# SEE PAGE 2 FOR ENLARGED VIEW OF WORK AREA



### Legend

- TYPE I OR III BARRICADE
- VMB
- Work Area

### Manifest

- 7 x M4-103 M4-103
- 7 x R11-4 Road Closed to Thru Traffic
- 4 x R11-2 Road Closed
- 3 x M4-9R Detour With Arrow (Right)
- 3 x R5-1 Do Not Enter
- 2 x M4-10L Detour Left
- 2 x W20-1F Road Work Ahead
- 2 x W20-2A Detour Ahead
- 1 x M4-10R Detour Right
- 1 x M4-9L Detour With Arrow (Left)

**VMB MESSAGE 7 DAYS PRIOR TO CLOSURE**

CAMP	??/??/??
ENDEAVOR	THRU
CLOSED	??/??/??

**VMB MESSAGE 7 DAYS PRIOR TO CLOSURE**

LINCOLN	??/??/??
AVE	THRU
CLOSED	??/??/??

**VMB MESSAGE 7 DAYS PRIOR TO CLOSURE**

SOUTHERN	??/??/??
ROAD	THRU
CLOSED	??/??/??

**\*NOTE\***  
CONTRACTOR TO MAINTAIN ACCESS TO RESIDENTS AND BUSINESSES AT ALL TIMES



Flash-Rite, Inc.  
407-834-0408

SUGGESTED PLAN DESIGN TO BE USED FOR PERMIT SUBMITTAL ONLY. FLASH-RITE INC IS NOT A CERTIFIED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN

**Plan Scale**  
1 : 1200 (1" = 100')

**Date:** 02/22/2024 **Author:** FLASH-RITE, INC. **Project:** LINCOLN AVE/CAMP ENDEAVOR BLVD 4TH/SOUTHERN ROAD  
**Comments:** SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2023/2024

ROAD CLOSURE



# ENLARGED VIEW OF WORK AREA



Date: 02/22/2024 Author: FLASH-RITE, INC. Project: LINCOLN AVE/CAMP ENDEAVOR BLVD 4TH/SOUTHERN ROAD

Comments: SIGN AND DEVICE SPACING TO FOLLOW FDOT DESIGN STANDARDS 2023/2024

ROAD CLOSURE



SUGGESTED PLAN DESIGN TO BE USED FOR PERMIT SUBMITTAL ONLY. FLASH-RITE INC IS NOT A CERTIFIED ENGINEER AND IS RELEASED FROM LIABILITY IN RESPECTS TO PLAN DESIGN





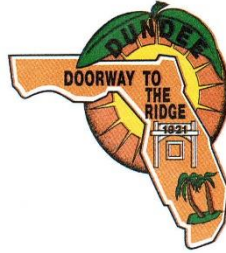
# TOWN COMMISSION MEETING

March 12, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFQ 24-01 MUNICIPAL PLANNING & VISION SERVICES
- SUBJECT:** Town Commission will consider RFQ 24-01.
- STAFF ANALYSIS:** The Town of Dundee is requesting a response from qualified firms or individuals with experience in Planning and Visioning Services for the town. In this RFQ, the firm submitting will need to provide evidence of their experience and expertise in similar work performed. The scope of work is listed on page 7-8, and we can review it in more detail.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** RFQ 24-01

**THE TOWN OF DUNDEE, FLORIDA**

*Town of Dundee*



**REQUEST FOR QUALIFICATIONS  
RFQ 24-01**

**Continuing Professional Planning &  
Visioning Services Contracts**

**Responses are due by  
Thursday, \_\_\_\_\_, 2024 at \_\_\_\_\_ pm**

**MAIL OR DELIVER RESPONSES TO:**

Town of Dundee  
Attn: RFP 24-01  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

**Contact:**

Trevor Douthat, Town Clerk  
Town of Dundee  
[TDouthat@TownofDundee.com](mailto:TDouthat@TownofDundee.com)  
(863) 438-8330

**REQUEST FOR QUALIFICATIONS 24-01**  
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- 1.4 RFQ Schedule
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- 8.12 Unauthorized Alien(s)
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- 9.2 Attachment B: Addendum Page
- 9.3 Attachment C: Lobbying Certification Form
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- 9.5 Attachment E: Affidavit Certification-Immigration Laws
- 9.6 Attachment F: Certification of Drug-Free Workplace
- 9.7 Attachment G: Conflict of Interest
- 9.8 Attachment H: Acceptance of Proposal and Terms
- 9.9 Attachment I: Proposer's Incorporation Information

**SAMPLE AGREEMENT (*Addendum to RFQ*) (*Published at later date*)**

REQUEST FOR QUALIFICATIONS  
RFQ-24-01

Sealed proposals will be received by the Town of Dundee until **4:00 P.M.**, \_\_\_\_\_, **2024**, at the office of the Town of Dundee Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

**“Continuing Professional Planning and Visioning Services Contracts”**

Copies of the RFQ are available at the following website:

**[INSERT LINK TO WEBSITE]**

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 E. Main St., Dundee, 33838 at \_\_\_\_\_, \_\_\_\_\_, 2024, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 24-01, Specifications, and any other documents prepared for this submittal.

The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, 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 above.

**Please Note:** From time to time, the Town of Dundee may issue addenda to this solicitation. Any such addenda will be posted on the **Town’s website, \_\_\_\_\_**, from which you obtained this solicitation. Before submitting your qualifications, you should check the Town’s website in order to download any addenda that may have been issued.

Sincerely,

TOWN OF DUNDEE

**Trevor Douthat**  
Town Clerk

Advertise: \_\_\_\_\_, **2024**



*Town of Dundee*  
**REQUEST FOR QUALIFICATIONS**  
RFQ-24-01

Item 9.

Sealed responses marked “**Continuing Professional Consulting Services Contracts**”, with the attached label, will be received by the Town of Dundee until \_\_\_\_\_ P.M., \_\_\_\_\_, 2024, at the office of the Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

**“Continuing Professional Planning and Visioning Services Contracts”**

At that time, responses will be publicly opened and read aloud in the Town Hall, Town of Dundee.

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838 at 10:00 A.M., \_\_\_\_\_, 2024, for the purpose of answering questions in reference to this solicitation.

The Town of Dundee is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single sided original, eight (8) complete paper copies and one electronic copy on flash drive.**

**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 agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

**Questions may be submitted to the Interim Town Clerk until 4:30 pm on \_\_\_\_\_, 2024. For more information regarding this RFQ 24-01, please contact Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com).**

The Town of Dundee welcomes your response to this RFQ 24-01. The Town of Dundee reserves the right to reject any responses found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFQ 24-01 at any time to protect its best interest. The desire of the Town of Dundee to pursue qualifications shall in no way obligate the Town of Dundee to compensate you for your efforts or to execute a contract. All responses are to be thorough yet concise in the response to this RFQ 24-01. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee reserves the right to reject any and all responses, waive informalities, re-advertise, 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 above.

The responses shall be furnished in accordance with the RFQ 24-01, requirements, and any other documents prepared for this RFQ 24-01. **W-9** should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat  
Town Clerk

## 1.0 INTRODUCTION

Item 9.

- 1.1 **RFQ PROCESS:** The Town of Dundee's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The Town of Dundee ("Town") reserves the right to determine, in its sole discretion, whether the statement of qualifications ("SOQs") satisfactorily meets the criteria established in this RFQ 24-01 ("RFQ"), and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the Town to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The Town may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based on the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

RFQ PROCESS	DATE
RFQ Solicitation Issued	TBD
Non-Mandatory Pre-submittal Conference	TBD
Deadline to Submit - Request for Additional Information	TBD
Proposals Due ( <i>Incomplete Proposals Not Considered</i> )	TBD
Evaluation Committee Meeting ( <i>Noticed Meeting</i> )	TBD
Town Commission Award – Tentative	TBD

### 1.5 TERM OF CONSULTANT CONTINUING AGREEMENT:

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular Town contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement, if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time-specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon the continued satisfactory performance of the firm(s) selected, the Town of Dundee reserves the right to utilize additional consulting services for substantially similar services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the Town and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the services which are the subject of this RFQ.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of a specific written task order signed by the firm and executed and issued by the Town.
- 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates, and establish the amount and method of payment.
- 1.5.5.2 Each written Task Order shall be issued under and incorporate the terms of the Agreement. In the event of any conflict between a written Task Order and Agreement (as defined herein), the Agreement shall be the controlling document.
- 1.5.6 The Town makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the Town to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

## 2.0 SCOPE OF SERVICES

- 2.1 **OVERVIEW:** It is the intent of this Request for Qualifications 24-01 (“RFQ”) to hire a consulting firm or consulting firms (hereinafter the “Consultants”) to provide professional services for the Town of Dundee, Florida (hereinafter the “Town”), for ***municipal planning and reversioning***. The Town reserves the rights to choose multiple firms based on the criteria set forth in this RFQ.
- 2.2 **SERVICES:** It is the Town’s intent that Consultants provide a full complement of general services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in this RFQ. The Consultants are expected to perform complex tasks requiring specific expertise.
- 2.3 **MINIMUM REQUIRED SERVICES:** The general planning and visioning services listed below are the minimum requirements. The written task order(s) may include services that will assist in the completion of assigned Town projects in accordance with the Agreement.
- 2.3.1 **General Scope of Services:** (*services include obtaining necessary public participation*)
- Redevelopment Planning
  - Regional Planning
  - Neighborhood Planning
  - Capital Facilities Planning
  - Comprehensive Planning
  - Concurrency Planning
  - Downtown Revitalization

- Land Planning
- Mixed-Use Planning
- Transit Planning
- Transportation and Multi-Modal Planning
- Transportation Disadvantaged Planning
- Transportation Improvement Planning
- Historic Preservation Planning
- Municipal Planning and Planning Services
- Policy Planning
- ADA Compliance Planning
- Strategic Short and Long Range Planning
- Sub-Area/Special Project/Corridor Planning
- Systems Planning
- On-Call Planning Services

### 2.3.2 **General Scope of Projects:** (*projects include obtaining necessary public participation*)

- Project and Community Outreach and Communication
- Creation of Citizen Boards
- Create, Revise, and Update Land Development Regulation(s)
- Development of Capital Projects
- Development of Submittal and Review Processes for Development Permits
- Development of Submittal and Review Requirements for Development Orders
- Establishing Community Redevelopment Agency(ies)
- Establishing New Historic Districts
- Reclaimed Water Treatment and Distribution Systems
- Potable Water Treatment, Transmission, and Distribution Systems
- Sanitary Sewer Treatment, Transmission, and Collection Systems
- Community Parks, Community Playgrounds, and Community Recreation
- GeoDesign and Green Infrastructure Systems
- GIS/Mapping Services and Develop Town Database
- Streetscaping
- Pedestrian Enhancements on and/or for Existing Streets
- Urban and Multi-Modal Transportation
- Traffic Management
- Transportation Concurrency Monitoring System
- Economic Impact Analysis
- Economic Policy Analysis
- Financial Impact Studies
- Historic Venue Restoration
- FEMA Community Rating System
- Grant Funding
- Employment Analysis and Studies
- Employee Salary Analysis and Studies
- Employee Retention Analysis and Studies

## 3.0 **REQUIREMENTS & CONTENTS FOR SUBMISSION:**

Only those firms or individuals (the “Proposer”) submitting *letters of interest* (“LOIs”) and *statements of qualifications* (“SOQs”) that meet the requirements specified herein will be considered. The submittals should not contain information in excess of that requested, should be concise, and should specifically address the services which are the subject of this RFQ.

- 3.1 **PREPARATION:** Submit one (1) unbound, single-sided original, one electronic copy on disc or flash drive, and eight (8) copies, including a cover letter, requested documents, and

information. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFQ, and shall not exceed forty (40) pages in length (excluding resumes and required forms). The page count criteria are listed in Section 3.2 of this RFQ.

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3.2 **FORMAT OF RESPONSE:** To provide a degree of consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified below (see Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two (2) pages). The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section, as follows:

3.2.1 **TITLE PAGE:** The Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

3.2.2 **COVER LETTER:** The cover letter shall not be more than two (2) pages long and include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the services.
- A positive commitment to perform the services on a consistent and timely basis.
- Contact information for the person(s) authorized to represent the Proposer.

3.2.3 **TABLE OF CONTENTS:** The table of contents shall include a complete identification by section and page number (#) of the materials submitted.

3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the services which are the subject of this RFQ. At a minimum, the Executive Summary shall include, but not be limited to, the following:

- Description of the Proposer's legal structure (e.g., corporation, subcontractors); and
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the Town.

3.2.5 **STATEMENT OF UNDERSTANDING:** The Proposer shall submit a brief narrative outlining the firm's understanding of the Town's goals and types of projects that may be encountered within the context of the proposed planning services which are the subject of this RFQ.

3.2.6 **SIMILAR PROJECT EXPERIENCE:** Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall provide proof of experience in providing general consulting services for Town and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.

3.2.7 **WORK PLAN & AVAILABILITY OF RESOURCES:** The Proposer shall submit an outline of the firm's approach in the planning, design, permitting, visioning, and other key elements of the services and projects which are the subject of this RFQ.

3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads, resource allocations, and the effect of said workloads and resource allocations on the ability to meet the requirements of this RFQ and any Agreement entered into as a result of this RFQ.

3.2.8 **TEAM MEMBERS:** Identify the team members which may include, but shall not be limited to, any applicable subcontractor(s). All discipline leads shall be licensed in the State of Florida. If the team member(s) include subcontractor(s), the Proposer shall provide the resume(s) and include the professional credentials and experience of the key members.

3.2.8.1 For each team member, the Proposer shall provide:

- Title/Name of member
- Area of Specialty
- Office Location(s) for previous two (2) years.
- Total years of experience
- Specific involvement/role in the services and projects.
- Summary of experience (shall not exceed one (1) page)

3.2.8.2 The Proposer's proposed organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key member's experience in each of the areas outlined in **Section(s) 2.2 and 2.3** of this RFQ.

3.2.9 **LICENSURE:** Firms shall be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 **REFERENCES:** Please list business reference and provide the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveal concerns about the firm's past performance or their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the Town may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.**

The Town also reserves the right to check references from others not identified by the Proposer.

3.2.11 **MINORITY BUSINESS / WOMAN-OWNED / DISABLED VETERAN / VETERANOWNED ENTERPRISES:** Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2023). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 **PRIMARY OFFICE LOCATION:** Identify the location of the primary office that will perform the majority of the work on this contract.

3.3 **ADDITIONAL INFORMATION:** Please provide any other information that you feel would help the Evaluation Committee evaluate your SOQs in response to this RFQ.

### 3.4 COMMUNICATIONS AND INQUIRIES:

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3.4.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until the award of an agreement, **no contact with Town personnel related to this solicitation is permitted. All communications are to be directed to the Town Clerk and sole contact listed below.**

Trevor Douthat, Town Clerk  
Email: [TDouthat@TownofDundee.com](mailto:TDouthat@TownofDundee.com)

3.4.2 The Town Clerk, or designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

3.4.3 **Prohibition of Communication:** To ensure fair consideration for all prospective firms, the Town prohibits communication associated with this RFQ to or with any department, bureau, or employee during the submission process. Additionally, the Town prohibits communications initiated by a prospective firm to any Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the Town Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.

3.4.4 **Request for additional information:** Any questions related to the interpretation of the scope of services or submission process shall be addressed to the Town Clerk, ***in writing***, in ample time before the period set for the receipt and opening of bids.

3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the SOQ, will be answered.

3.4.4.2 Any inquiries received after that time, will not be answered, or given any consideration.

3.4.4.3 Oral answers shall not be binding and/or authoritative.

3.4.5 **Addenda:** The Town Clerk shall issue any Town responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the Town website as timely as possible. **If an addendum is issued, the Town Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

**The Agreement will be posted by the Town as an Addendum to this RFQ.**

#### 4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

- 4.1 **SEALED PROPOSALS:** All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet, or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the Town's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions, or vendor notes.

**Submittal of the SOQs via e-mail is NOT acceptable.**

#### 4.2 SUBMITTAL COPIES:

Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) paper copies of the SOQs; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

#### 4.3 RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:

Sealed SOQs and/or proposal(s) **shall not** be accepted after \_\_, 2024, at \_\_\_\_ PM. Each sealed SOQ and/or proposal(s) shall be submitted in a sealed envelope, packet, or box marked with the RFQ number, the title of the RFQ, and RFQ opening date.

##### 4.3.1 FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:

SOQ's shall be addressed as follows:

**Trevor Douthat, Town Clerk  
Town of Dundee  
Attn: RFP 24-01  
202 East Main Street  
Post Office Box 1000  
Dundee, FL 33838**

##### 4.3.2 Submitted envelopes should be marked:

**“RFQ 24-01 Continuing Professional Planning and Visioning Services Contracts”**



4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



**SEALED RFQ#: 24-01**  
**RFQ TITLE: Professional Planning and Visioning Services**  
**DUE DATE/TIME: X/X/2024 2:00 PM – Eastern Time**

*This area left intentionally blank.*

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- 4.4 **INCURRED EXPENSES:** The Town is not responsible for any expenses that proposers may incur in preparing and submitting SOQs and/or proposals called for in this RFQ.
- 4.5 **INTERVIEWS:** The Town reserves the right to conduct personal interviews and/or require presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer(s) in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

## 5.0 EVALUATION PROCESS

- 5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three (3) members assembled by the Town will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the Town. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in **Section 6** (see below).
- 5.2 **RATING SYSTEM:** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System is shown in **Section 6.2** (see below). The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.
- 5.3 **EVALUATION COMMITTEE MEETING(S):** The Evaluation Committee will hold duly noticed public meetings to discuss and evaluate the SOQs and/or proposal(s). The first meeting shall be held on (tentative date) at **202 East Main Street, Dundee, Florida 33838**.
- 5.4 **SUBMITTAL RANKING:** The Evaluation Committee will select those submissions, in their sole determination, that best meets the Town's need based upon its evaluation(s).
- 5.5 **PRESENTATIONS:**
- 5.5.1 At the sole determination of the Town, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
- 5.5.2 If presentations are determined to be necessary, the Town Clerk shall coordinate presentations and notify the selected firms.
- 5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.
- 5.6 **REJECTION OF PROPOSALS:** The Town reserves the right to reject all proposals. In the event the Town does reject all proposals, the Town shall provide, in writing, to all proposers the reason(s) for its rejection.
- 5.7 **MODIFICATIONS TO PROPOSALS:** The Town reserves the right to request at any time that the proposer modify their proposal to more fully meet the needs of the Town. The Town also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.
- 5.8 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the Town of Dundee may reasonably require. The Town reserves the right to make investigations related to and/or arising out of the SOQs and/or

qualifications of proposers as it deems necessary and appropriate.

**6.0 EVALUATION CRITERIA**

6.1 **RFQ EVALUATION CRITERIA:** The SOQs submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The Town reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

6.2 **QUALIFICATION STATEMENT EVALUATION FORMS:**

**SUBMITTAL EVALUATION & SCORING**

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

**Firm Name:** \_\_\_\_\_

<b>EVALUATION FORM</b>		
<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>SUBTOTAL</b>
Meeting the Minimum Requirements of the RFQ	5 points 0-5	
Adequacy of Personnel & Organizational Resources	10 points 0-10	
Work Experience & Past Public-Sector Performance	25 points 0-25	
Work Approach	25 points 0-25	
Team Member Qualifications	20 points 0-20	
Adherence to Time Budget Requirements	10 points 0-10	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	

**Evaluator:** \_\_\_\_\_

The Town Clerk, or designee, will initiate any necessary communication with a proposer in order to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

## 7.0 CONDITIONS OF PROPOSALS

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- 7.1 **LATE PROPOSALS:** Proposals received by the Town after the time specified for receipt shall not be considered. The proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 **COMPLETENESS:** All information required by this RFQ shall be supplied by the Proposer in order to constitute a complete and responsive proposal.
- 7.3 **PROPOSER'S CERTIFICATION(S)/STANDARD FORM(S):**
- 7.3.1 Each proposer shall complete the **Proposer's Standard Form(s)** included with this RFQ (see **Attachments A – J**) and submit the form(s) with the proposal. The form(s) shall be acknowledged before a notary public and have the notary seal affixed. Proposals shall be rejected if the Proposer's Certification(s)/Standard Form(s) is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the Proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 **DRUG-FREE WORKPLACE CERTIFICATION FORM:** By submitting the **Drug-Free Workplace Form** as part of this RFQ, the Proposer certifies that the company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 **PROPOSER'S WARRANTY:** The Proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified in this RFQ.
- 7.6 **PUBLIC OPENING:** All proposals shall be publicly opened and the list of proposers read aloud at the \_\_\_\_\_, Town of Dundee, \_\_\_\_\_, Dundee, Florida 33838, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 **PROPERTY OF THE TOWN:** All proposals received from proposers in response to this RFQ shall become the property of the Town of Dundee and will not be returned to the proposers. In the event of a contract award, all documentation produced as part of the Agreement shall become the exclusive property of the Town.
- 7.8 **AWARD PRESENTATION:** The Town may provide the staff recommendation to the Town Commission, at a duly noticed public meeting, on \_\_\_\_\_, 2024, to enter into the Agreement with the top-ranked firm(s) or to reject all proposals.

## 8.0 GENERAL TERMS AND CONDITIONS

### 8.1 GENERAL CONDITIONS:

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) The proposers shall thoroughly examine the specifications, instructions, and all other Contract Documents (as defined by **Section 8.2**), visit the site of this project (if applicable), and fully acquaint themselves, at their own risk, with all conditions which may affect the completion of

the services and/or projects which are the subject of this RFQ. The proposers and subcontractors, if any, are encouraged to attend a pre-bid conference – if announced in the advertisement for this RFQ. Attendees further agree to indemnify and hold the Town of Dundee harmless from any and all claims of personal injury arising from their participation in any site visit arising out of the services and/or projects which are the subject of this RFQ.

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- b) These Terms and Conditions and any Contract Documents (as defined by **Section 8.2**) related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto.
- c) Notwithstanding anything in this RFQ to the contrary, the obligation of 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 of any kind or type, the Town and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.

d) **PUBLIC RECORDS:**

Town and Consultant (as defined by **Section 8.2**) agree that Consultant shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Proposer agrees to:

- i) Keep and maintain public records required by the Town to perform in accordance with the terms of this RFQ and Contract Documents (as defined by **Section 8.2**).
- ii) Upon request from the Town's custodian of public records, provide the Town 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/term of the Contract (as defined by **Section 8.2**) and following completion of the Contract and/or any amendment(s) issued hereunder if the Consultant does not transfer the records to the Town.
- iv) Upon completion of the Contract and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, [TDouthat@townofdundee.com](mailto:TDouthat@townofdundee.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

- e) If the Consultant does not comply with a public records request, the Town shall enforce the Contract and/or any amendment(s) issued hereunder which may include immediate termination of Contract and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**
- f) It shall be understood and agreed that by the submission of a proposal, to the fullest extent permitted by laws and regulations and inconsideration of the amount(s) stated in any written task order(s), the Consultant, 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 Consultant is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town that this RFQ promotes competitive bidding. It shall be the proposers' 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 RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) The proposers must possess any applicable business and/or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. The proposers shall also obtain all permits required for the services and/or projects which are the subject of this RFQ.
- i) The Town shall be entitled to rely on the written representations of the proposers. 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.
- j) Unless detailed elsewhere in the Contract Documents (as defined in **Section 8.2**), proof of insurance naming the Town as an **additional insured** shall be required of the successful proposer (on and/or for any service(s) and project(s)) 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).

## 8.2 DEFINITIONS:

Words used in the RFQ 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) **ACCEPTANCE:** The Seller shall be bound by the purchase order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the Town.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this Request For Qualifications 24-01 shall be construed in accordance with the laws of the State of Florida. The venue for any action or proceeding concerning this RFQ and/or any contract entered into pursuant to this RFQ shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The Town, without invalidating the Contract (as defined in **Section 8.2**), 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, services, and/or projects shall be authorized in writing, signed by the Town Manager or her/his designee, or the Town Clerk in a manner consistent with Contract Documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant, the Town may

make minor changes in the work, services, and/or projects which are consistent with the purpose of same and which do not change the contract price or time for completion. However, changes shall not be binding upon the Town unless and until evidenced by a Change Order Request issued and signed by the Town Manager.

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- d) **TOWN:** The Town of Dundee, Florida, or its authorized representative.
- e) **CONTRACT/AGREEMENT:** The Master Continuing Professional Consulting Agreement which is approved by the Town Commission of the Town of Dundee, Florida, and executed by the Town and the Consultant, and shall include all Contract Documents.
- f) **CONSULTANT:** The successful proposer(s) which enter into the Agreement with the Town to provide the services and/or projects which are the subject of this RFQ.
- g) **DEFAULT:** Default in promised delivery of services, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant's right to proceed with the work, services, and/or projects by giving the Consultant written notice. The defaulting Consultant may, at the discretion of the Town, be charged the increase in costs of obtaining the services elsewhere.
- h) **CONTRACT DOCUMENTS:** This RFQ 24-01; Terms and Conditions; Contract/Agreement; 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 RFQ; Task Order(s); Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed to documents identified herein.
- i) **INDEMNIFICATION:** To the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this RFQ, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract and in each Task Order issued hereunder.

Without limiting the generality of the foregoing, the City and the Consultant agree that, as used in this indemnification:

- (1) The phrase "*liabilities, damages, losses, and costs*" shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase "*reasonable attorneys' fees*" shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and
- (3) The phrase "*negligence, recklessness, or intentionally wrongful conduct*" shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any



applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by the Consultant, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

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In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Contract or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, 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, to contain any limited conditions or limitations of liability, and 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.

- j) **INSPECTION:** The services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject services that do not conform to provisions of the Contract and/or any Task Order issued hereunder.
- k) **INSURANCE:** As specified in the Contract Documents.
- l) **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:
  - 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 or Agreement." 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.
- m) **STATEMENT OF ASSURANCE:** No proposals submitted shall be considered unless the Proposer warrants that upon execution of a Contract with the Town, it will:
  - 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, disability, marital status, or any other protected class; and
  - ii) will submit such reports as the Town may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society, or group that enters into a contract with the Consultant to do a portion of the work, services, and/or projects which are the subject of this RFQ.

- o) **TITLE:** To the extent applicable, the risk of loss of goods covered by any Purchase Order shall remain with the Seller 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. Item 9.
- p) **WARRANTY:** The Consultant 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 Consultant shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant 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 Subcontractors. Vendors who furnish materials without a formal contract shall be given notice by the Consultant that this provision exists.

### 8.3 INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation shall be made to any Proposer 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 Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Town Clerk. In addition, all Addenda will be posted for review by the General Public on the Town's website.
- b) Notification will be emailed to all proposers who are registered for this RFQ.
- c) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposer's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Proposers shall be bound by such Addenda, whether received or not.

### 8.4 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 this RFQ 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 RFQ 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 provide all recommendations for awards and make them 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 notice of intent to file a protest. The initial notice of intent to file a 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) calendar day period has expired.

**The formal written protest shall contain the following:**

- i) Town RFQ 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.
- g) 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.

- h) The Town Manager shall present the background for the protest to the RFQ Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate facts and merits of the protest; and (3) to gather information in order to make a decision.
- i) The agenda for the bid protest meeting will be:
- i) The background as to why the recommendation for the 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 relevant to the protest.
  - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.
- k) 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 RFQ 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.**
- l) 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.

## 8.5 RESPONSES:

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The Town Clerk or designee may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the Town pursuant to a Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State 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.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.

- e) A proposal and a non-collusion affidavit shall be submitted on forms furnished by the Town and completed by the Proposer without additions, modifications, deletions, and erasures. Proposals not submitted on the attached bid form shall be rejected. Proposals must be typed or printed in ink. All corrections made by the Proposer to their proposal must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications, in an envelope bearing the name of the Proposer, the name of the RFQ, and the time and date of the initial opening. It is the Proposer's responsibility to ensure that its proposal is delivered at the proper time and place of the proposal opening. Proposals that are not received, as set forth herein, shall not be considered. **The official time shall be the time that is displayed on the telephone of the Town of Dundee Town Clerk.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Proposals may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with the preparation and submittal of its proposal.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

**8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:**

The Town of Dundee encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

**8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:**

- a) The proposers are expected to examine the specifications, requirements, schedule(s), bid prices (if applicable), and all instructions pertaining to the services which are the subject of this RFQ. Failure to do so will be at the Proposer's 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 proposers, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. Also, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the 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 are non-responsive and shall not be considered for clarification or correction.

**8.8 STATEMENT OF QUALIFICATIONS:**

- a) Each proposer shall, upon request of the Town, submit a statement of the proposer's qualifications, its experience record in furnishing a particular service embraced in the Agreement, its organization, and resources available for the work, services, and/or projects contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the proposer's ability and solvency to perform work, services, and/or projects contemplated by the Agreement. The Proposer 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 Proposer to perform its obligations under the Contract, and the Proposer shall furnish the Town all such

information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of the available evidence or information does not satisfy Town that the Proposer is qualified to carry out properly the terms of the Contract.

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## 8.9 STATE LAW COMPLIANCE:

The Contract shall comply with Florida State Statutes:

**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 executing this Contract, Consultant 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. The Consultant 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 Contract at the Town's option if the Consultant 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 a 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 executing this Contract, the Consultant certifies that it is not on the convicted vendor list.

**c. Drug-Free Workplace.** By executing the Contract, the Consultant 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 Consultant 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 Consultant and any subcontractor hired by the Consultant. If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant 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 this Contract is terminated for a violation of the statute by the Consultant, the Consultant 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.** The Consultant 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 the Contract.

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**f. Contracting with Foreign Entities.** By executing the Contract, the 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, the Contractor certifies that no government of a Foreign Country of Concern has a "controlling interest" in the 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 Contract permits the Contractor to access the personal identifying information of any individual, the Contractor agrees to notify the Town in advance of any contemplated transaction that would cause the Contractor to be disqualified from such access under Section 287.138 of the Florida Statutes. The 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.

#### **8.10 EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town, it will 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, disability, marital status, or any other protected class and will submit such reports as the Town may thereafter require to assure compliance.

#### **8.11 \*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 a 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, 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 \$1 million 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 s. 215.4725, or is engaged in a boycott of Israel;**
- c) Any contract for goods and/or services in an 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.**

#### **8.12 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 this Agreement by the Town. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

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- 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 the 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 the 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/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

### **8.13 ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions that 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 Consultant/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 the Consultant/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 Consultant/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 Consultant/Contractor shall promptly furnish the Town with these reports.

### **8.14 ASSIGNMENT OR NOVATION:**

The Consultant/Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Town; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Consultant/Contractor, may be made without the consent of the Town.

### **8.15 PATENT INFRINGEMENT:**

The Consultant/Contractor shall protect and 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.

## 8.16 PROGRESS OF WORK:

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- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the Town may grant, the Town may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the Town terminates the Consultant/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 Consultant/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 this Contract by the Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the Town does not terminate the Consultant/Contractor's rights to proceed, the Consultant/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 Consultant/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.

## 8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/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, Consultant/Contractor shall furnish the Owner with:
    - (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) 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 the 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 (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/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) Workers' 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 must 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:

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- (i) Part One: "Statutory"
- (ii) Part Two: \$1,000,000 Each Accident  
\$1,000,000 Disease-Policy Limit  
\$1,000,000 Disease-Each Employee

(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 endorsements other 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 that exclude coverage for liability arising out of:

- (i) Mold, fungus, or bacteria
- (ii) Terrorism
- (iii) Sexual molestation

(b) The Owner and the Owner's officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 General Aggregate
- (ii) \$1,000,000 Products/Completed Operations Aggregate
- (iii) \$1,000,000 Personal and Advertising Injury
- (iv) \$1,000,000 Each Occurrence

(3) Automobile Liability Insurance:

(a) 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 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

(a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The

policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by umbrella or excess policy) shall be:

Item 9.

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and the Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/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 Consultant/Contractor) available to the Owner under this Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by the Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be in excess of, and shall not contribute with, the insurance provided by the Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers, and employees.
- vii) Certificates of Insurance must be completed as follows:
  - 1. Certificate Holder  
Town of Dundee  
202 East Main Street  
Dundee, FL 33838
  - 2. Additional Insured for General Liability  
The Town of Dundee and its officials, officers, and employees

#### **8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:**

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall

not be limited in any manner by acceptance, final completion or final payment.

Item 9.

- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

#### **8.19 LIENS:**

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

#### **8.20 CONSTRUCTION AND CONSULTING EVALUATION:**

- a) The award of contracts by the Town of Dundee for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town of Dundee or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement 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.

### **9.0 STANDARD FORMS**

**THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:**

- 9.1 RFQ 24-01 SUBMITTAL COVER PAGE, **Attachment A**
- 9.2 ADDENDUM PAGE, **Attachment B**
- 9.3 LOBBYING CERTIFICATION FORM, **Attachment C**
- 9.4 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER, **Attachment D**
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, **Attachment E**
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, **Attachment F**
- 9.7 CONFLICT OF INTEREST STATEMENT, **Attachment G**
- 9.8 ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS, **Attachment H**

**NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.**

**9.1 ATTACHMENT A**

**RFQ-24-01 Submittal Cover Page** (this does not count as part of the maximum page limit)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_ Title/Position

\_\_\_\_\_  
Physical Address

\_\_\_\_\_

\_\_\_\_\_ State

\_\_\_\_\_ Zip

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Telephone Number / Fax Number

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Key Team members and addresses of the principal office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.2 ATTACHMENT B**

**ADDENDUM PAGE (RFQ 24-01)**

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications 24-01 (Give the number and date of each):

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: \_\_\_\_\_



**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

- 9.3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer's Authorized Official  
\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

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

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the \_\_\_\_\_ (Title) Company Proposer/Bidder that has submitted the attached proposal/bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal/Bid and of all pertinent circumstances respecting such Bid;

(3) Such Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;

(4) Neither the said Proposer/Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this 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 Proposal/Bid in connection with the Contract for which the attached Proposal/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 Proposer/Bidder, firm or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder; nor has fixed any overhead, profit or cost element of the Proposal/Bid price, or the Proposer/Bid price of any other Proposer/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 Proposal/Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer/Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Title

**OATH OR AFFIRMATION**

Sworn to (or affirmed), and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

TOWN OF DUNDEE 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) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF DUNDEE 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 TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Title

**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

9.6 ATTACHMENT F

CERTIFICATION OF DRUG-FREE WORKPLACE

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), 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 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.
- 5) Impose a sanction on, or require 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.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____	_____
DATE	NAME OF FIRM
_____	_____
TELEPHONE NUMBER	STREET ADDRESS
_____	_____
VENDOR'S SIGNATURE	TOWN STATE ZIP

CONFLICT OF INTEREST STATEMENT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

- A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.
B. Said entity is submitting this proposal/offer to RFQ #24-01.
C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above-stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any Town Division, Department, or Office.
I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the Town of Dundee government.
J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the Town in writing.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Title

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**9.8 ATTACHMENT H**

**ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposed, and stated:

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document, and Master Continuing Professional Consultant Agreement, and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document and the Master Continuing Professional Consultant Agreement pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed or Printed Name of Affiant

\_\_\_\_\_  
Date

**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp the Name of the Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**Proposers Incorporation Information**  
(Submittal Page)

The following section should be completed by all bidders/proposers and submitted with their bid/proposal submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

**Note:** Company name must match legal name assigned to the TIN number. A current **W9** shall be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: \_\_\_\_\_

The selected Consultant(s) must complete and submit this form prior to award. The selected Consultant(s) shall invoice using the company name listed above.

**PLEASE COMPLETE AND SUBMIT WITH PROPOSAL**  
**>>>>Failure to submit all forms with your PROPOSAL may disqualify your response. <<<<**