



AMENDED

TOWN COMMISSION MEETING AGENDA

September 10, 2024 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR SEPTEMBER 10, 2024

A. MINUTES

1. August 29, 2024 Town Commission Public Workshop
2. August 29, 2024 Town Commission Special Meeting

B. AGREEMENTS

1. Reserve at Dundee Lakes Concurrency Developer's Agreement
2. Reserve at Dundee Lakes Water Supply Allocation Agreement

C. BOARD APPOINTMENTS

1. Merissa Green – Visioning Board
2. Clark Tallman – Visioning Board

D. BOARD RESIGNATIONS

1. Annette Wilson – Visioning Board Resignation
2. Drexcel Robinson – Visioning Board Resignation

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. RECOGNITION, PLAQUE AND GIFT BASKET TO DUNDEE ELEMENTARY ACADEMY
2. RECOGNITION, PLAQUE AND GIFT BASKET TO DUNDEE RIDGE MIDDLE ACADEMY
3. RECOGNITION, RESIDENTIAL BEAUTIFICATION AWARD

NEW BUSINESS

4. MAYOR'S STATEMENT
5. RESOLUTION 24-20, ADOPTION OF TENTATIVE MILLAGE RATE FY 2024 - 2025
6. RESOLUTION 24-21, ADOPTION OF TENTATIVE BUDGET FY 2024 – 2025
7. RESOLUTION 24-18, STORMWATER UTILITY FEE ROLL CERTIFICATION
8. RESOLUTION 24-19, FIRE ASSESSMENT FEE ROLL CERTIFICATION FY 2024 – 2025
9. RESOLUTION 24-22, CONCURRENCY MANAGEMENT
10. DISCUSSION & ACTION, ORDINANCE 24-09, MORATORIUM
11. DISCUSSION & ACTION, ORDINANCE 24-10, TRANSPORTATION IMPACT FEES
12. DISCUSSION & ACTION, “KICK CANCER” KICKBALL TOURNAMENT, CCOD EVENT APPLICATION
13. DISCUSSION & ACTION, THANKSGIVING FAMILY DINNER
14. DISCUSSION & ACTION, CAMP ENDEAVOR CAR SHOW AND TRUNK OR TREAT EVENT
15. DISCUSSION, DUNDEE COMMUNITY CAREER EXPO
16. DISCUSSION & ACTION, VETERAN’S DAY WREATH LAYING/COLOR WALK/BRICK LAYING

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Department Updates

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

September 10, 2024 at 6:30 PM

AMENDED

Item A.

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 September 10, 2024 contains the following:

A. MINUTES

1. August 29, 2024 Town Commission Public Workshop
2. August 29, 2024 Town Commission Special Meeting

B. AGREEMENTS

1. Reserve at Dundee Lakes Concurrency Developer's Agreement
2. Reserve at Dundee Lakes Water Supply Allocation Agreement

C. BOARD APPOINTMENTS⁵¹²⁰

1. Merissa Green – Visioning Board
2. Clark Tallman – Visioning Board

D. BOARD RESIGNATIONS

1. Annette Wilson – Visioning Board Resignation
2. Dretextel Robinson – Visioning Board Resignation

5120

Staff recommends approval

ATTACHMENTS:

August 29, 2024 Town Commission Public Workshop Minutes
August 29, 2024 Town Commission Special Meeting Minutes
Reserve at Dundee Lakes Concurrency Developer's Agreement
Reserve at Dundee Lakes Water Supply Allocation Agreement
Visioning Board Application for Merissa Green
Visioning Board Application for Clark Tallman



PUBLIC WORKSHOP MINUTES

August 29, 2024 at 5:00 PM

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

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

CALL TO ORDER at 5:02 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

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

ROLL CALL taken by Town Clerk O'Neill

In attendance: Quarles, Richardson, Goddard, Pennant

Not present: Glenn

The Mayor asked the Town Manager if Commissioner Glenn had notified her of his absence. She stated not at this time.

APPROVAL OF AGENDA

Motion to approve the agenda for the public workshop made by Goddard, seconded by Quarles. Passed unanimously.

Voting in favor: Quarles, Richardson, Goddard, Pennant

NEW BUSINESS

DISCUSSION ONLY, MORATORIUM FOR DEVELOPMENT

Mayor Pennant invited legal staff, Mr. John Murphy, to provide background on the temporary moratorium.

Attorney Murphy provided a general background of Ordinance 24-09. The Attorney noted that the public workshop about the temporary moratorium was publicly noticed as required, as was the special meeting of the Town Commission taking place following the workshop.

Attorney Murphy reviewed a history of the former citrus groves that have agricultural wells, some of which are in the process of being transferred to the Town to be included in the Town's water supply in the future if permitted by the Southwest Florida Water Management District. The Attorney noted certain exemptions are identified in the ordinance as well as certain vested rights.

Attorney Murphy commented that he and Attorney Seth Claytor have worked closely with Town of Dundee staff to draft the ordinance. He noted that staff had been working with the development community

Mayor Pennant opened the floor by inviting members of the public to speak.

Jessie Skubna, 28390 Hwy 27, Dundee, FL, asked what it means to meet concurrency for a commercial property. Ms. Lorraine Peterson responded. Attorney Murphy reviewed the commercial zoning designations, and he commented that they are exempt from this ordinance. Sufficient water, wastewater, adequate transportation, adequate public facilities to allow for a site plan is what is addressed by concurrency. Ms. Skubna described two parcels. Attorney Murphy recommended a meeting with Town staff to respond to specific questions.

Commissioner Glenn arrived at 5:19 p.m.

Glenn Lawhorn, 11000 Jim Edwards Road, Haines City, spoke in support of the moratorium. Mr. Lawhorn stated that he contacted Polk County and SWFWMD about water transfer from agricultural wells. He further stated that the cost of water from the Polk Regional Water Cooperative will be very expensive.

Clark Tallman, 3264 Lynrock Road, Dundee, spoke in support of the moratorium. Mr. Tallman raised concern about traffic and road issues.

ADJOURNMENT at 5:26 p.m.

Respectfully submitted,

Lita O'Neill
Lita O'Neill, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION SPECIAL MEETING MINUTES

August 29, 2024 at 5:30 PM

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

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

CALL TO ORDER at 5:34 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS - Sgt. Anderson

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

ROLL CALL taken by Town Clerk O'Neill

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Mayor Pennant opened the floor for public comment; being none, the floor was closed.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 29, 2024

Motion to approve the minutes on the consent agenda for August 29, 2024 Town Commission Special Meeting made by Glenn, seconded by Goddard. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

The Mayor opened the floor for public comment regarding the agreements; being none, the floor was closed.

Motion to approve the agreements on the consent agenda for August 29, 2024 Town Commission Special Meeting made by Commissioner Quarles, seconded by Commissioner Goddard. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

The Mayor opened the floor for public comment regarding two board appointments on the consent agenda; being none, the floor was closed. Commissioner Glenn asked if either applicant was in attendance at the meeting. Town Manager Davis stated no.

Motion to approve the board appointments on the consent agenda for August 29, 2024 Town Commission Special Meeting made by Commissioner Goddard, seconded by Commissioner Glenn. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

APPROVAL OF AGENDA

The Mayor asked the Town Manager if there were any changes to the agenda. Town Manager Davis stated that a correction to the dates listed in Item 3 was made. The Mayor opened the floor for public comment; being none, the floor was closed.

Motion to approve the agenda for August 29, 2024 Town Commission Special Meeting made by Commissioner Glenn, seconded by Commissioner Richardson. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

NEW BUSINESS

1. DISCUSSION & ACTION, DUNDEE LAKES POTABLE WATER ERC RENEWAL AGREEMENT

Town Manager provided the analysis.

The Mayor opened the floor for public comment; being none, the floor was closed.

Motion was made to approve the Dundee Lakes Potable Water ERC Renewal Agreement by Commissioner Goddard, seconded by Commissioner Glenn. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

2. DISCUSSION & ACTION, DRAFT ORDINANCE 24-09, MORATORIUM

The Mayor asked Attorney John Murphy to provide the analysis on this item. Attorney Murphy reminded those in attendance that this portion of the meeting is the public hearing required to meet statutory requirements for the ordinance. The Attorney read Ordinance 24-09 by title into the record:

“AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ENACTING THE PENDING ORDINANCE DOCTRINE AND ESTABLISHING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ANNEXATIONS, REZONINGS, BUILDING PERMITS, PLANNED DEVELOPMENTS, MASTER PLANNED COMMUNITIES, DEVELOPMENT ORDER(S), AND DEVELOPMENT PERMIT(S); PROVIDING EXEMPTIONS; PROVIDING FOR VESTED RIGHTS AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Development Director, Lorraine Peterson, presented a PowerPoint that reviewed water sources for future development and explained the purpose of the temporary moratorium. The presentation provided background on the Town’s water use permit (WUP) and explained how the draft ordinance would affect future development in Dundee. Ms. Peterson noted that the Planning and Zoning Board had recommended approval of Ordinance 24-09 unanimously after a public hearing held at the Planning and Zoning Board’s meeting on August 26, 2024.

Town Manager Davis asked Ms. Tracy Mercer, Utilities Director, to address agricultural wells in the Town limits. Ms. Mercer explained that the Southwest Florida Water Management District (SWFWMD), the Central Florida Water Initiative, and the Florida Department of Environmental Protection/Polk County Health Department all govern how the Town of Dundee manages its water resources. Ms. Mercer further explained the process for transferring permitted water from agricultural wells within the Dundee water service area to the Town. The Town Manager clarified information about percentages of permitted water, which may be based on age and location of wells.

Attorney Murphy commented that SWFWMD ultimately regulates how much available water from the agricultural wells would be permitted to be added to the public drinking water supply. The Attorney stated that Town staff has been working in conjunction with the SWFWMD staff, to seek a transfer of permitted capacity of existing agricultural wells to the Town’s permitted public water supply.

Mr. Glenn Lawhorn, 11000 Jim Edwards Road, Haines City, stated that he learned that the age of the well determines the percentage of permitted water. Mr. Lawhorn also made comments about the high cost of water projected in the future. He supports the moratorium 100%.

Mr. Ryan Renardo, R-Squared Engineering, has been working on the Caldwell Ridge Subdivision since 2022. Mr. Renardo asked that his project would continue moving forward and noted that this project has been through one round of review. Town Manager Davis asked Ms. Peterson about the status of the Caldwell Ridge Subdivision.

Commissioner Quarles asked about when this ordinance would go into effect and how an extension would occur. Ms. Peterson responded that upon second reading on September 10, 2024, the ordinance would be in effect if the Town Commission approves its passage. She further noted that only one 12-month extension would currently take

effect if passed, as well as noting that the full 12 months may not be required. Only one additional 12-month extension could be considered as specified in Ordinance 24-09. Staff will monitor and evaluate the need for a moratorium on an ongoing basis and report back to the Town Commission.

Motion was made to approve Ordinance 24-09 by Commissioner Quarles, seconded by Commissioner Richardson. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

3. DISCUSSION & ACTION, SCHEDULE SPECIAL PUBLIC WORKSHOP DATES TO DISCUSS TRANSPORTATION IMPACT FEES

The Town Manager provided the analysis. The dates for public workshops have been scheduled for Tuesday, September 10, 2024, at 5:30 p.m. and Tuesday, September 24, 2024, at 6:00 p.m.

Attorney Murphy commented for the record that these workshops are statutorily required per Section 163.31801 of the Florida Statutes if the Town Commission wanted to increase the Town's Transportation Impact Fee in the amount recommended by the Town's Transportation Consultant in the Study prepared by the Town's Transportation Consultant.

The Mayor opened the floor for public comment. Town Manager Davis shared comments that resident, Mr. Frank Miller, requested to put on the record. The resident is asking the Commission to employ traffic calming devices as needed. The Town Manager noted that she invited Mr. Miller to participate in the visioning process.

Motion was made to approve the special public workshop dates to discuss transportation impact fees made by Commissioner Goddard, seconded by Commissioner Richardson. Passed unanimously.

Voting in favor: Quarles, Richardson, Glenn, Goddard, Pennant

4. DISCUSSION ONLY, BOARD MEMBERSHIPS & GOVERNMENT-IN-THE-SUNSHINE

Attorney Murphy reviewed the Government-in-the-Sunshine Laws as it pertains to the Town's Boards, including the Visioning Board. The Attorney reviewed the three legal requirements for Government-in-the-Sunshine: 1) notice the meeting, 2) ensure the meeting is open to the public, 3) take and publish minutes of the meeting.

Attorney Murphy stated that members of the Visioning Board should not be members of the Planning and Zoning Board. He added that Planning and Zoning Board should not participate in the Visioning Board by attending meetings.

Discussion ensued about the different ways that the visioning process may occur.

The Mayor opened the floor for discussion; Michelle Thomas, 406 4th Street South, Dundee, appreciated the advice given by Attorney Murphy. Ms. Thomas stated that clear boundaries are important for board memberships, which are appointed by the Town Commission.

Alethea Pugh, 1367 Swan Lake Circle, Dundee, requests to officially withdraw her application from the Planning and Zoning Board so she may stay on the Visioning Board.

The Mayor invited other comments from the public.

Bob Kampsen, 402 North 8th Street, Dundee, discussed an issue with school traffic. Mr. Kampsen would like to get traffic slowed down. He requested a 4-way stop at Frederick and 4th Avenue.

Discussion ensued about speeding and traffic issues. Town Manager Davis stated she will look at the completed traffic study regarding speed humps on 8th Street. Attorney Murphy noted that appropriate processes must be followed to insulate the Town from having liability in the context of implementing four-way stops.

Michelle Thompson, 406 4th Street South, Dundee, stated a 4-way stop was placed at 4th & Allen Ave. years ago.

Mr. Carl Dicks, 710 East Frederick Avenue, Dundee, has been a resident for almost 65 years. Mr. Dicks stated he is concerned about school traffic on 8th Street and Frederick Avenue and stated speed control devices are needed.

Lisa Necci, 312 3rd Street North, Dundee, has a problem with school bus drop off and pickup. Ms. Necci has pictures of the traffic congestion that blocks her driveway. Sgt. Anderson noted that parents are trying to avoid the long carline. Ms. Necci further commented that roads do not have good drainage, notably Polk Avenue and 3rd Street. She stated that a neighbor at 310 3rd Street North is also experiencing flooding issues after a rain.

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Sgt. Anderson stated he has not spoken to school staff about any traffic calming. Sgt. Anderson noted that this issue is a school board issue, and he would be able to contact the school if needed.

Dundee Fire Department

Chief Carbone gave updates on service calls. He also noted that the new fire truck was purchased. The Mayor noted that it has been 32 years since a new fire truck was purchased.

Town Attorney

Attorney Murphy had nothing to report but wished everyone a happy Labor Day.

Department Updates None

Town Manager

Town Manager Davis noted that the Ridge League of Cities is sponsoring a Fall Harvest dinner in Zolfo Springs. The FLC President will be the keynote speaker. The Town Manager invited everyone to spread the word about the Visioning Board and effort.

Commissioners

- Commissioner Glenn welcomed the new Town Clerk and thanked Attorney Murphy for bringing his knowledge. He also thanked staff for all they do, in particular Ms. Mercer and Ms. Peterson.
- Commissioner Quarles – He thanked everyone for coming out to the meeting tonight.
- Commissioner Richardson thanked those in attendance. She is happy to be serving as the liaison to the Visioning Board, as she hopes to bring a better quality of life for Dundee residents. Commissioner Richardson thanked Attorney Murphy for his wise counsel, and she also invited the Commissioners (by themselves individually) to take a tour of the parks. She wished everyone a happy Labor Day.
- Vice-Mayor Goddard thanked Attorney Murphy, staff, and residents.

Mayor

Mayor Pennant made comments about the fact that the moratorium will not affect current residents. The Mayor assured residents that the work being done with the moratorium is to ensure the Town is able to maintain service to existing residents.

ADJOURNMENT at 7:26 p.m.

Respectfully submitted,

Lita O'Neill

Lita O'Neill, Town Clerk

APPROVAL DATE: _____

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THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

CONCURRENCY DEVELOPER'S AGREEMENT

THIS CONCURRENCY DEVELOPER'S AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to do business in the State of Florida, the address of which is 36 Charming Way, Lakewood, New Jersey 08701 (the "Developer").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010 which totals approximately 305 acres (the "Property"); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Reserve at Dundee Lakes development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the "Town WUP"), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee

(the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town’s water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the “Interconnect Agreement”); and

WHEREAS, the Town approved Ordinance No. 21-20 (the “Ordinance”) which established a Planned Unit Development-Residential (PUD-R) on the Property (the “Project”), which permits Developer to construct up to an 865-unit single-family detached residential community, subject to the development requirements and special conditions contained within the Ordinance and the applicable local, state, and federal laws and regulations, a copy of the Ordinance is attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, upon receipt of Certified Subdivision Plan (“CSP”) approval, the Developer shall be authorized to proceed with dry-line construction of potable water lines to serve the Development;

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved an Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections For Reserved Capacity in the Town of Dundee’s Water Treatment Plant, renewing 306 water Equivalent Residential Connections (ERC Nos. 22-01 through 22-306) for a 24-month period beginning from July 25, 2024 through July 24, 2026, which ERCs are owned by the Developer;

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry-line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the “Well”); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit No. 20004105.008 (the “Developer WUP”); and

WHEREAS, the Well provides irrigation water for agricultural uses on 305 acres of real

property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and

general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. 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 entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 “*Town*” means the Town of Dundee, Florida.

3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 “*Developer*” means Dundee Reserve Holdings, LLC, an active Delaware limited liability company, authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Dundee Reserve Holdings, LLC.

3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

3.8 “*Calendar Day(s)*” means all days in a 365-day calendar year.

3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer for the Reserve at Dundee Lakes project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Reserve at Dundee Lakes Subdivision.

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves the Agreement.

3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 20004105.008) (the “Developer WUP”), shall allocate

and assign any increase or credit to the Town’s WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town’s water and wastewater service area, shall be required to connect to the Town’s water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney’s fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development. For purposes of this Agreement, this section shall not be applicable to any reserved capacity arising out of or relating to the 306 water Equivalent Residential Connections as referenced herein (ERC Nos. 22-01 through 22-306).

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER’S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of “dry-lines;” and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN’S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town’s police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the “Notice”), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
 Attn: Tandra Davis, Town Manager
 PO Box 1000
 105 Center Street
 Dundee, FL 33838-1000
 Attention: Town Manager

With a copy to (*which shall not constitute notice*):

Frederick J. Murphy, Jr.
 Town Attorney, Town of Dundee
 PO Drawer 30
 245 South Central Avenue
 Bartow, FL 33830

DEVELOPER: Dundee Reserve Holdings, LLC
 36 Charming Way
 Lakewood, NJ 08701

With a copy to (*which shall not constitute notice*):

Peterson & Myers, PA
 Attention: Shelton T. Rice
 225 E. Lemon St., Suite 300
 Lakeland, FL 33801

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town’s governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties’ compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

13.13 **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

14.1 Keep and maintain public records required by the Town to perform in accordance with the terms of this Agreement.

14.2 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.

14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Developer does not comply with a public records request, the Town shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE IN GOOD FAITH. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to 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 and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S 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. DEVELOPER 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 the Agreements at the TOWN'S option if the DEVELOPER 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 proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor 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 thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER 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 Agreement(s), DEVELOPER 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 DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER 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 the Agreement(s), 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 twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER 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.*** DEVELOPER 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 vendor and/or 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. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER 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, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**Dundee Reserve Holdings, LLC,
a Delaware limited liability company**

By: [Signature]
Moishe Goldshmidt, as its Manager

[Signature] Gamaliel Rodriguez
Witness

[Signature] Rajesh Kanerkar
Witness 8/27/24

8/27/24
Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024, by Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on its behalf, who is personally known to me or who has produced DL 24 911 070 as identification.

[Signature]
Notary Public, State of Florida
Printed Name: Gamaliel Rodriguez
My commission expires: July 27, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit "A".

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

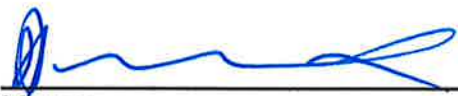
Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.

PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



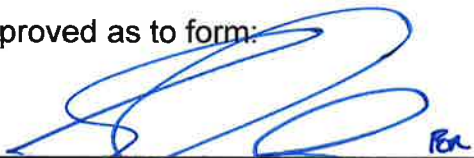
Mayor- Sam Pennant

ATTEST:



Town Clerk – Jenn Garcia

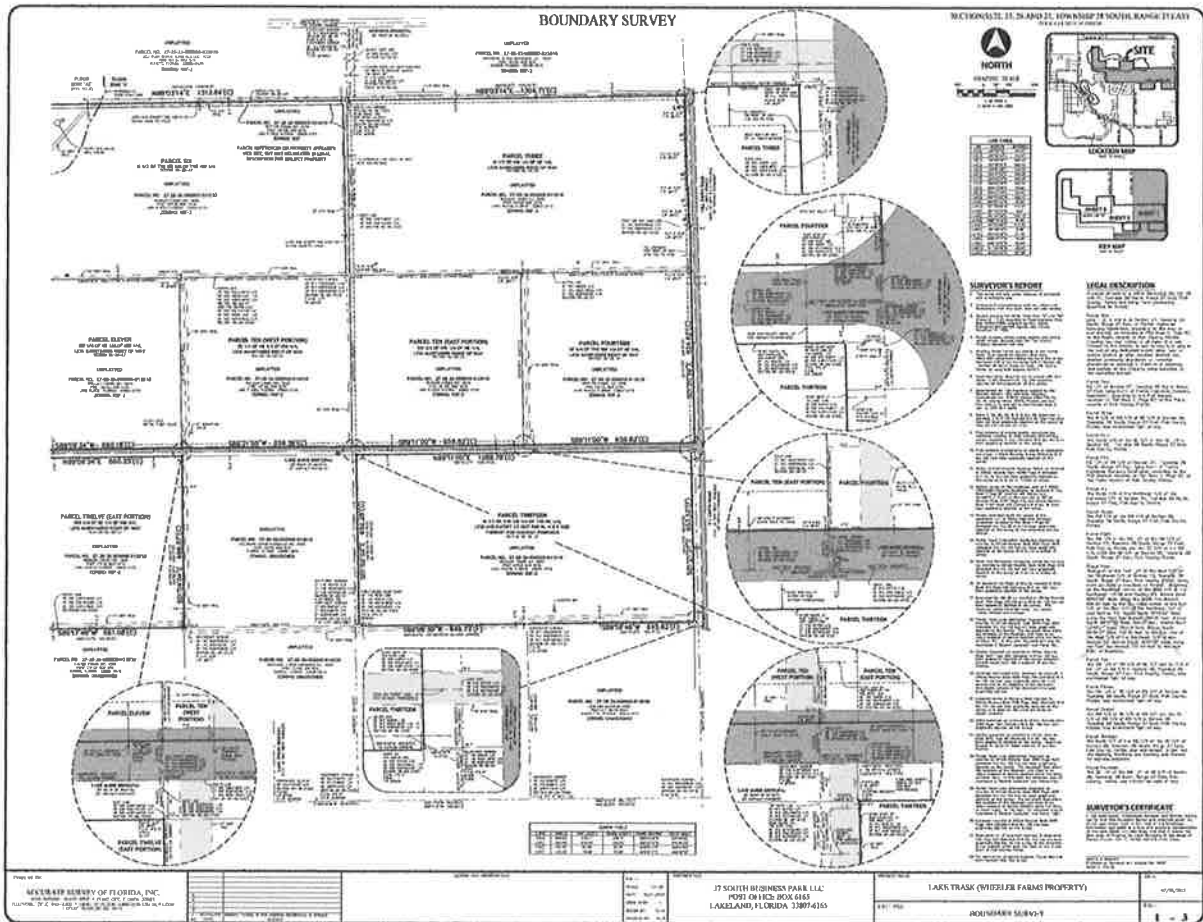
Approved as to form:



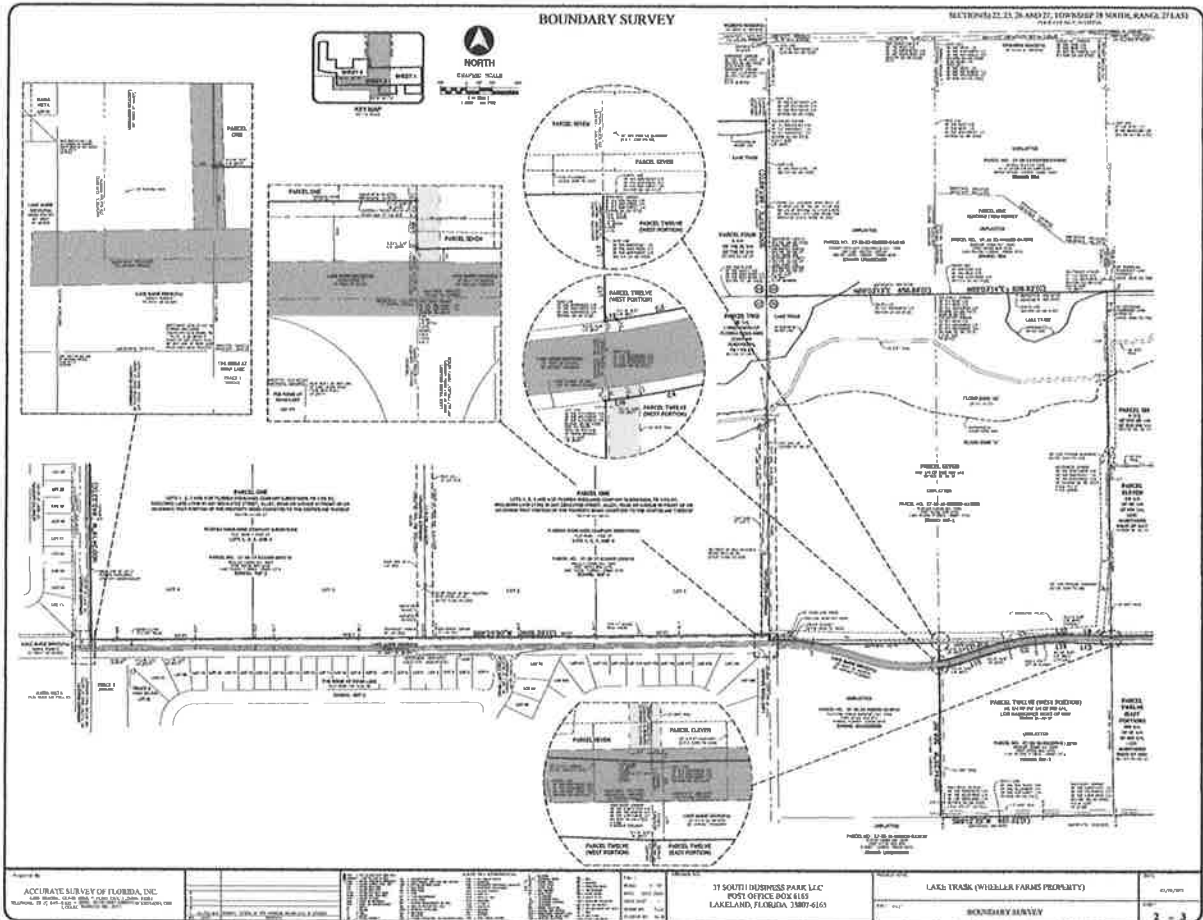
Town Attorney – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

The parcel described below and illustrated on the map on the following three pages.



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4

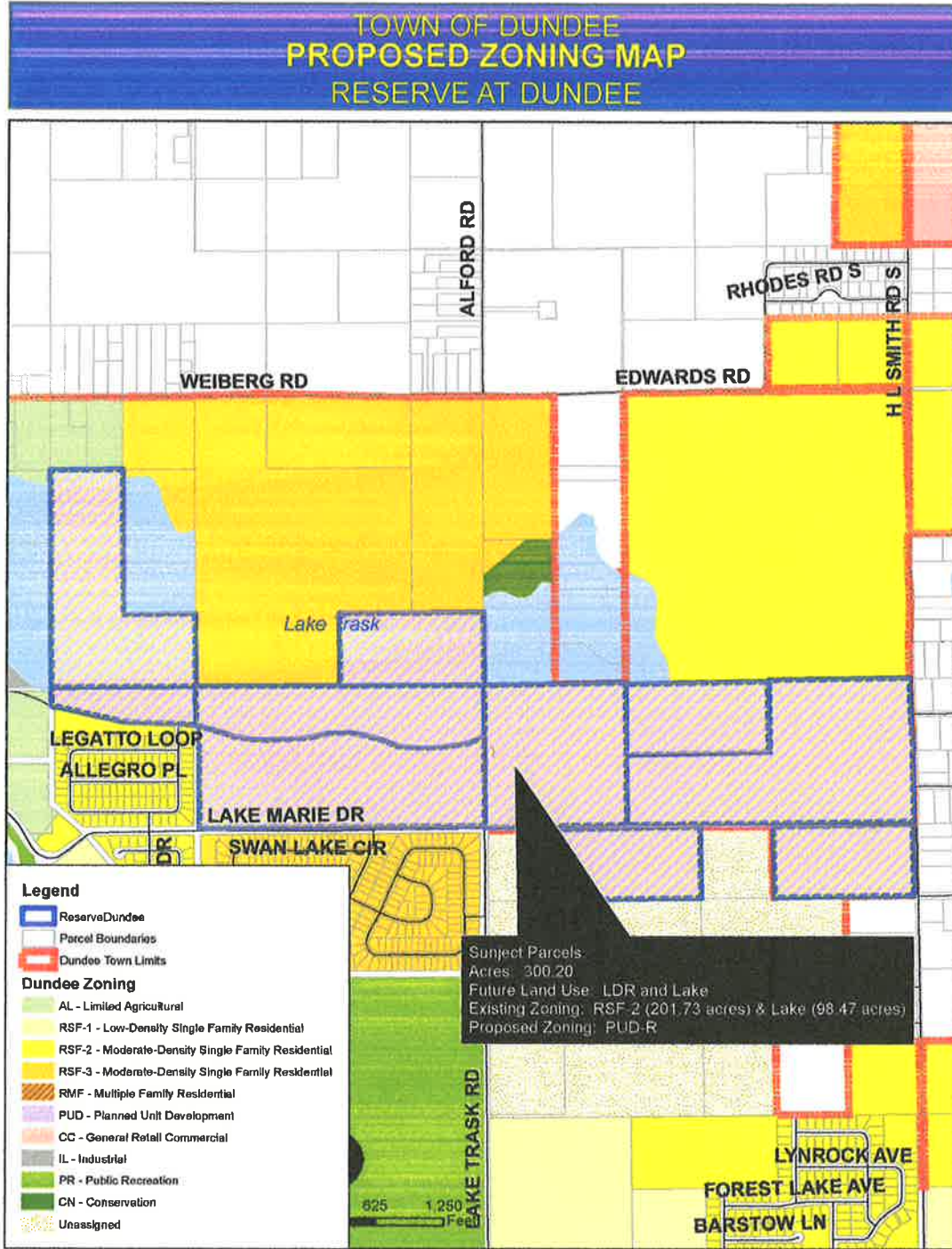
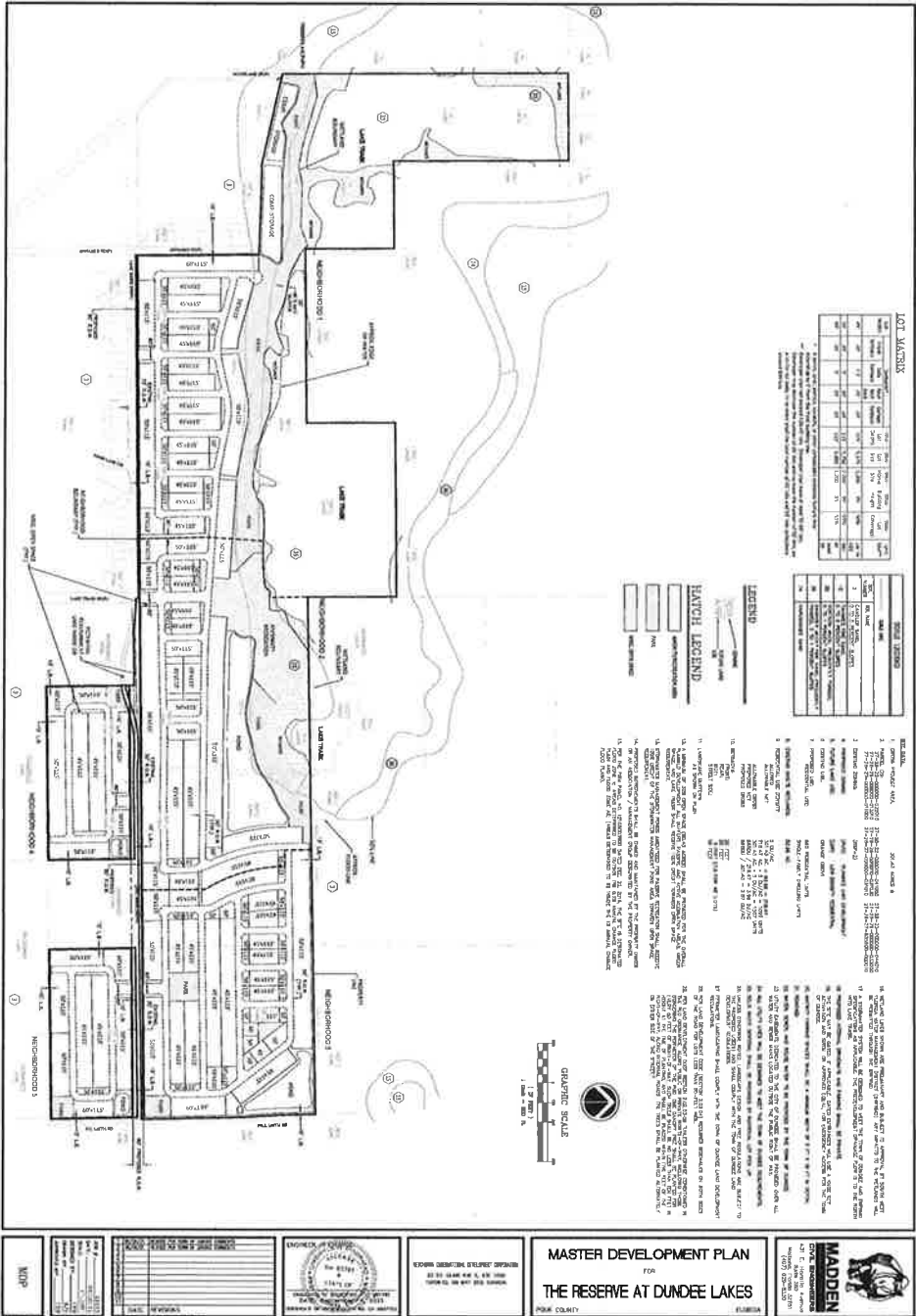


Exhibit "B" Ordinance No. 21-20 Reserve of Dundee Lakes Master Development Plan Page 1 of 1



MADDEN
ARCHITECTURAL
1000 N. W. 10th St.
Fort Lauderdale, FL 33304
Tel: 954.575.1111
Fax: 954.575.1112
www.maddenarchitect.com

ENGINEER OF RECORD
STATE OF FLORIDA
Professional Seal and Signature

MASTER DEVELOPMENT PLAN
FOR
THE RESERVE AT DUNDEE LAKES
PINE COUNTY, FLORIDA

KNOWN OBJECTS AND RELATED DEVICES
SHOWN ON THIS PLAN ARE THE RESULT OF A FIELD SURVEY CONDUCTED BY THE ENGINEER OF RECORD ON 08/14/2020.

MAP

Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 1 of 2

1. The Reserve at Dundee Lakes Planned Unit Development shall consist of up to 865 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*				Min. Lot Depth	Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix**
	Front Setback	Side Setback	Rear Sect Back	Garage Setback						
45'	20'	7.5'	20'	20'	115'	5,175	1,200	35'	50%	Up to 428
50'	20'	5'	20'	20'	115'	5,750	1,200	35'	55%	381
60'	20'	5'	20'	20'	115'	6,900	1,200	35'	55%	At least 56

* A porch, lanai, portico, veranda, or other comparable entrance feature may extend up to 5' from the front building line.

** Developer shall not exceed 428-45' lots. Developer shall have at least 56-60' lots. Developer may decrease the number of 45' lots and increase the number of 50' lots, on a lot-for-lot basis; in no event shall the total number of 45' lots and 50' lots collectively exceed 809 lots.

2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.
3. A single-family home, within three single-family lots on the same side of the street, shall not utilize a combination of two of the same following design characteristics: building elevation, façade materials or color scheme.
4. The Amenity Center shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed, at a minimum, construction of the pool and pavilion. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. Except for the pool, pavilion, and clubhouse, the Developer may be permitted to replace any amenity stated herein with a similar or substitute amenity which shall be considered for approval by the Town of Dundee at subdivision plan review.

Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 2 of 2

5. **Lake Front Amenities.** Subject to applicable law, except for the Amenity Center, the Developer shall: (1) complete construction of all walking trails and open space along Lake Trask serving and within Neighborhood 1 concurrent with development of Neighborhood 1, and (2) shall complete all walking trails and open space along Lake Trask serving and within Neighborhood 2 concurrent with development of Neighborhood 2. The open space and recreation provided by the Amenity Center and Lake Front Amenities shall, upon completion of construction, be applicable to satisfying the Town's PUD-R open space and recreation requirements for the entire development.
6. **Neighborhood Open Space.** Smaller isolated pocket parks and open space identified within each phase/neighborhood shall be completed concurrent with the development of said neighborhood.

Exhibit "D"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Special Conditions
Page 1 of 1

1. The Master Development Plan includes potential impacts to the wetland protection zones and shoreline protection zones. If at the time of subdivision plan review, the project includes impacts to the wetland or shoreline protection zones, the applicant may request approval of a mitigation plan consistent with Sections 5.03.07 or 5.04.06.
2. The Developer shall be required to complete a transportation study and implement project related transportation improvements consistent with the requirements of Florida Statutes and the Town of Dundee Unified Land Development Code.
3. The Town of Dundee may, in its sole discretion, require the Developer to enter into a mutually agreeable Agreement in order to clarify and/or resolve any issue(s) or impacts related to transportation concurrency which includes (i) the perimeter roadways (Swan Road, H.L. Smith Road, Lake Marie Drive, other unnamed roadway) which impact the Reserve at Dundee development; and (ii) any developer's agreement(s) or development agreement(s) recorded in the Public Records of Polk County, Florida.
4. Except as otherwise may be approved by the Town, all perimeter roads (H. L. Smith road, Lake Marie Drive, unnamed road by neighborhood 1, and unnamed right-of-way by neighborhood 5) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard(s) set forth by the Town of Dundee Unified Land Development Code.
5. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each neighborhood/phase.
6. The Developer shall submit a proposed phasing schedule to assist the Town in planning for water and wastewater services.
7. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the Town of Dundee Unified Land Development Code.

SPACE FOR RECORDING:

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, whose address is 36 Charming Way, Lakewood, New Jersey 08701 (the "OWNER") which is authorized to do business in the State of Florida, and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in **Exhibit "A"** attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property. is ready, willing, and able to extend such service subject to the terms and conditions of those certain **CONCURRENCY DEVELOPER'S AGREEMENTS** (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property
6. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of those certain **CONCURRENCY DEVELOPER'S AGREEMENTS** (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.

7. The Agreements are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference.
8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. **FACTUAL 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 entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

SECTION 2. **WATER ALLOCATION TRANSFER.** The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District (“SWFWMD”) under consumptive use/water use permit numbers, as more particularly described in **Exhibit “B”** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 208,000 gallons per day (“GPD”) (Annual Average). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town’s WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner’s projects located within the Town’s Chapter 180 Utility Service Area.

SECTION 3. **RECORDING.** OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date on which the TOWN’s governing body approves this Agreement.

SECTION 5. **COVENANT RUNNING WITH THE LAND.** OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. **WATER SERVICE.** Upon the receipt of a credit and/or increase in the permitted capacity of **Public Supply Water Use Permit** (No. 20005893.013) (the “Town WUP”) arising out of the transfers (see **Exhibit “B”**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on

the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. The OWNER covenants and agrees to:

13.1 Keep and maintain public records required by the TOWN to perform in accordance with the terms of this Agreement.

13.2 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.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the OWNER does not transfer the records to the TOWN.

13.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the OWNER or keep and maintain public records required by the TOWN to perform the service. If the OWNER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OWNER

keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the OWNER 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 OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the OWNER does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared **SAMUEL PENNANT**, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

Dundee Reserve Holdings, LLC
a Delaware limited liability company

By: [Signature]
Print Name: Moishe Goldshmidt

Gameliel Rodriguez [Signature]
↑ Witness signature ↑

Print witness name: Gameliel Rodriguez

Its: Manager

Date: 8/27/24

[CORPORATE SEAL]

R. D. Kaner
↑ Witness signature ↑

Print witness name: RAJESH KANERIA.



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

STATE OF FL
COUNTY OF Dolke

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, to me well known and known to me to be the individual described in and/or produced DL as identification and who executed the forgoing instrument, and was authorized on behalf of said Dundee Reserve Holdings, LLC, a Delaware limited liability company, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 27 day of August, 2024.

My Commission expires: July, 27 2028

[Signature]
Notary Public in and for the State of Florida at Large



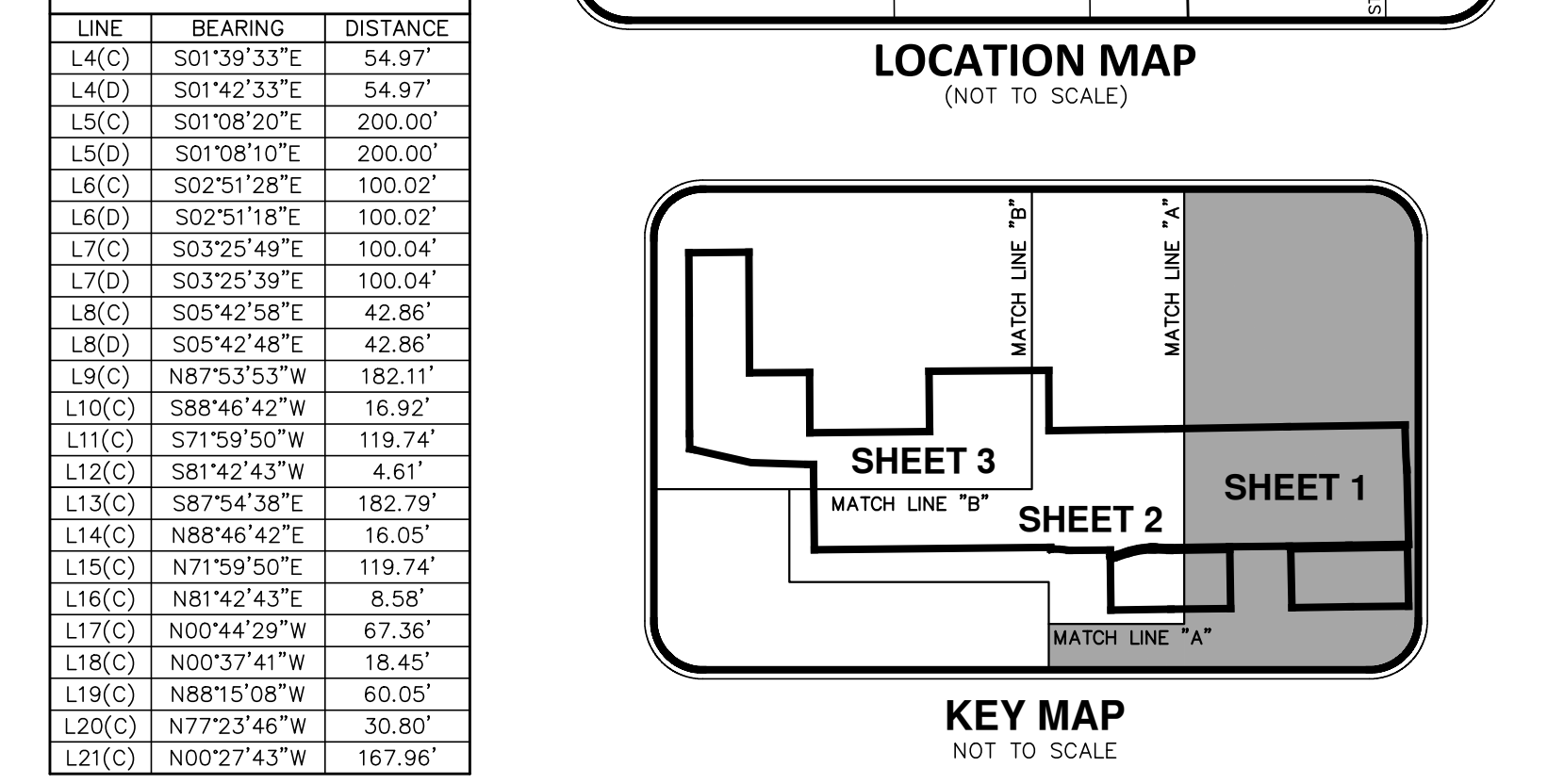
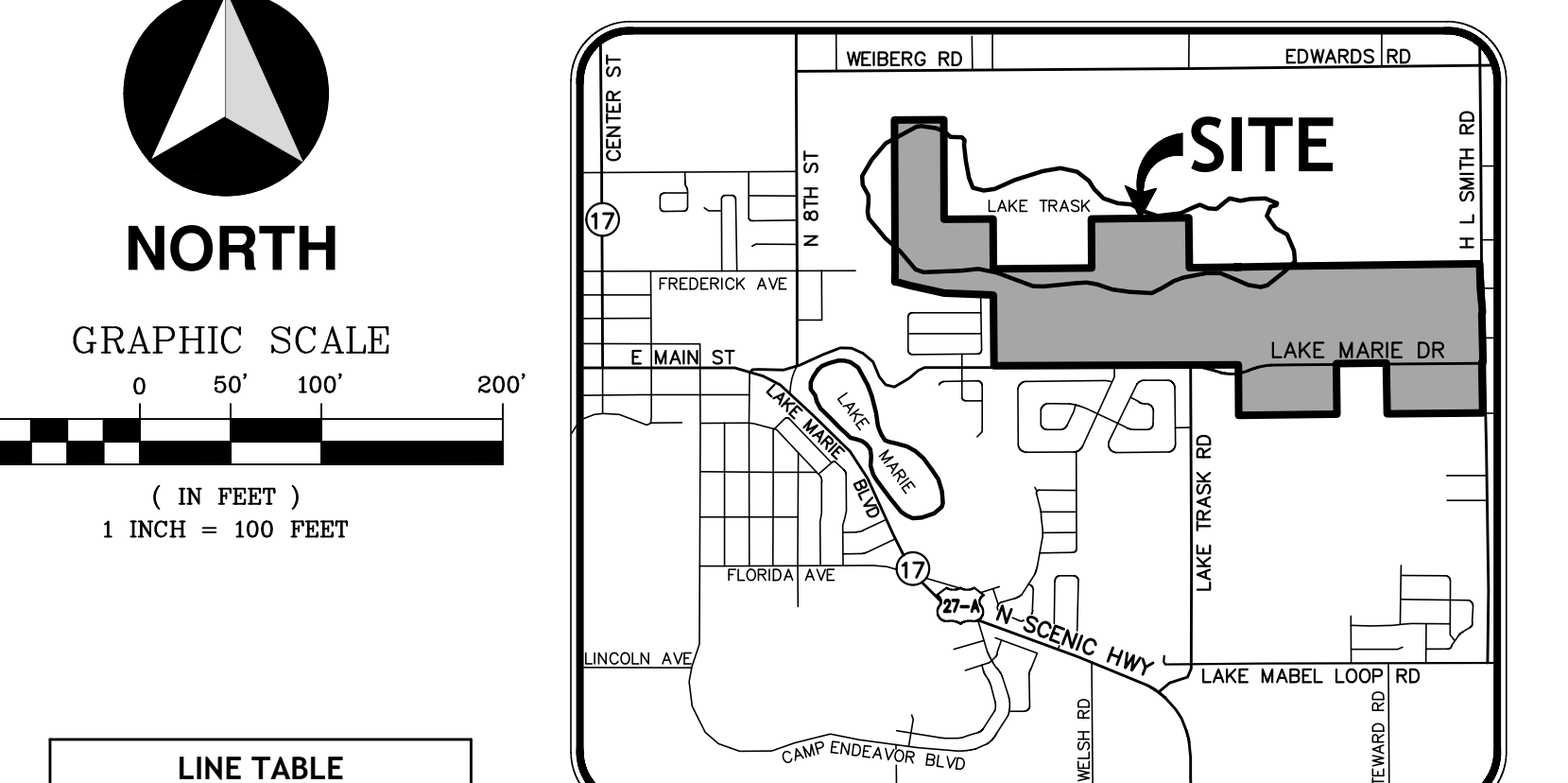
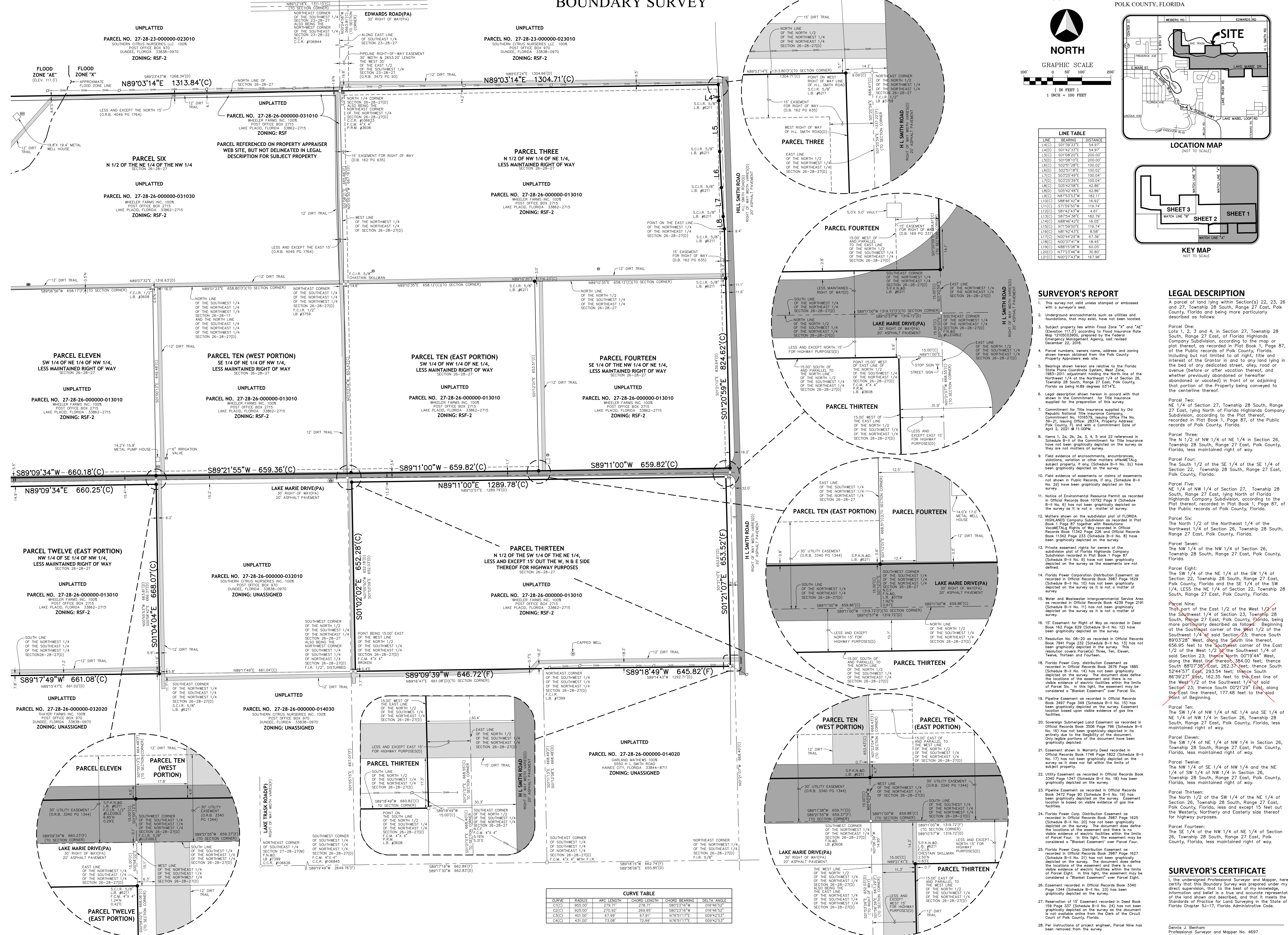
GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Exhibit "A" BOUNDARY SURVEY

SECTION(S) 22, 23, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA



SURVEYOR'S REPORT

- This survey not valid unless stamped or embossed with a surveyor's seal.
- Underground encroachments such as utilities and foundations that may exist, have not been located.
- Subject property lies within Flood Zone "X" and "AE" (Elevation 117.3') according to Flood Insurance Rate Map 1210539000, prepared by the Federal Emergency Management Agency, last revised December 22, 2016.
- Parcel numbers, owners, names, address and zoning shown herein obtained from the Polk County Property Appraiser's Office.
- Bearings shown hereon are relative to the Florida State Plane Coordinate System, West Zone.
- 1983-2011 adjustment has been applied to the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida as being N.89 degrees 03'14".
- Legal description shown hereon in accord with that shown in the Commitment for Title Insurance supplied for the preparation of this survey.
- Commitment for Title Insurance supplied by Old Republic National Title Insurance Company, Commitment No. 1016579, Issuing Office File No. 39-25, Issuing Office 25374, Priority Address: Polk County, FL and with a Commitment Date of April 2, 2021 at 11:00AM.
- Items 1, 2, 3, 2b, 2c, 3, 4, 5 and 22 referenced in Schedule B-II of the Commitment for Title Insurance are not matters of survey.
- Field evidence of encroachments, encumbrances, easements or other matters affecting the subject property, if any, (Schedule B-II No. 2c) has been graphically depicted on the survey.
- Field evidence of easements or claims of easements not shown in Public Records, if any, (Schedule B-II No. 2d) have been graphically depicted on the survey.
- Notice of Environmental Resource Permit as recorded in Official Records Book 10792 Page 9 (Schedule B-II No. 8) has not been graphically depicted on the survey as it is not a matter of survey.
- Matters shown on the subdivision plat of FLORIDA HIGHLANDS COMPANY Subdivision as recorded in Plat Book 1 Page 87 together with Resolutions No. 08-20 as recorded in Official Records Book 1342 Page 233 (Schedule B-II No. 9) have not been graphically depicted on the survey.
- Private easement rights for owners of the subdivision plat of Florida Highlands Company Subdivision recorded in Plat Book 1 Page 87 (Schedule B-II No. 9) has not been graphically depicted on the survey as the easements are not defined.
- Florida Power Corporation Distribution Easement as recorded in Official Records Book 3887 Page 1629 (Schedule B-II No. 10) has not been graphically depicted on the survey as it is not a matter of survey.
- Water and Wastewater Inter governmental Service Area as recorded in Official Records Book 4239 Page 2191 (Schedule B-II No. 11) has not been graphically depicted on the survey as it is not a matter of survey.
- 15' Easement for Right of Way as recorded in Deed Book 162 Page 629 (Schedule B-II No. 12) has been graphically depicted on the survey.
- Resolution No. 08-20 as recorded in Official Records Book 7941 Page 232 (Schedule B-II No. 13) has not been graphically depicted on the survey. The resolution covers Parcel(s) Three, Ten, Eleven, Twelve, Thirteen, and Fourteen.
- Florida Power Corp. Distribution Easement as recorded in Official Records Book 2676 Page 1885 (Schedule B-II No. 14) has not been graphically depicted on the survey. The document does define the location of the easement and there is no visible evidence of electric facilities within the limits of Parcel Six. In this light, the easement may be considered a "Blanket Easement" over Parcel Six.
- Pipeline Easement as recorded in Official Records Book 3487 Page 349 (Schedule B-II No. 15) has been graphically depicted on the survey. Easement location is based on visible evidence of gas line facilities.
- Sovereign Submerged Land Easement as recorded in Official Records Book 3506 Page 796 (Schedule B-II No. 16) has not been graphically depicted in its entirety due to the illegibility of the document. Only legible portions of the document have been graphically depicted.
- Easement shown in Warranty Deed recorded in Official Records Book 1748 Page 822 (Schedule B-II No. 17) has not been graphically depicted on the survey as it does not fall within the limits of subject property.
- Utility Easement as recorded in Official Records Book 3472 Page 80 (Schedule B-II No. 18) has been graphically depicted on the survey. Easement location is based on visible evidence of gas line facilities.
- Florida Power Corp. Distribution Easement as recorded in Official Records Book 3887 Page 1629 (Schedule B-II No. 20) has not been graphically depicted on the survey. The document does define the location of the easement and there is no visible evidence of electric facilities within the limits of Parcel Four. In this light, the easement may be considered a "Blanket Easement" over Parcel Four.
- Florida Power Corp. Distribution Easement as recorded in Official Records Book 3887 Page 1627 (Schedule B-II No. 23) has not been graphically depicted on the survey. The document does define the location of the easement and there is no visible evidence of electric facilities within the limits of Parcel Eight. In this light, the easement may be considered a "Blanket Easement" over Parcel Eight.
- Easement recorded in Official Records Book 3340 Page 134 (Schedule B-II No. 23) has been graphically depicted on the survey.
- Reservation of 15' Easement recorded in Deed Book 159 Page 337 (Schedule B-II No. 24) has not been graphically depicted on the survey as the document is not available online from the Clerk of the Circuit Court of Polk County, Florida.
- Per instructions of project engineer, Parcel Nine has been removed from the survey.

LEGAL DESCRIPTION

Parcel One: Lots 1, 2, 3 and 4, in Section 27, Township 28 South, Range 27 East, of Florida Highlands Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida, including but not limited to all right, title and interest of the Grantor in and to any land lying in the bed of any dedicated street, alley, road or easement (before or after vacation thereof, and whether previously abandoned or heretofore abandoned or vacated) in front of or adjoining that portion of the Property being conveyed to the centerline thereof.

Parcel Two: NE 1/4 of Section 27, Township 28 South, Range 27 East, lying North of Florida Highlands Company Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida.

Parcel Three: The N 1/2 of NW 1/4 of NE 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Four: The South 1/2 of the SE 1/4 of the SE 1/4 of Section 22, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Five: NE 1/4 of NW 1/4 of Section 27, Township 28 South, Range 27 East, lying North of Florida Highlands Company Subdivision, according to the Plat thereof, recorded in Plat Book 1, Page 87, of the Public Records of Polk County, Florida.

Parcel Six: The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Seven: The NW 1/4 of the NW 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida.

Parcel Eight: That part of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 23, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows: Beginning at the Southwest corner of the West 1/2 of the Southwest 1/4 of said Section 23, thence South 89°03'28" West, along the South line thereof, 556.95 feet to the Southwest corner of the East 1/2 of the West 1/2 of said Section 23, thence South 52°42'57" East, 293.54 feet; thence South 88°22'27" East, 162.35 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 23, thence South 02°21'29" East, along the East line thereof, 177.48 feet to the Point of Beginning.

Parcel Nine: The SW 1/4 of NW 1/4 of NE 1/4 and SE 1/4 of NE 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Eleven: The SW 1/4 of NE 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Twelve: The NW 1/4 of SE 1/4 of NW 1/4 and the NE 1/4 of SW 1/4 of NW 1/4 in Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

Parcel Thirteen: The North 1/2 of the SW 1/4 of the NE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, less and except 15 feet out the Western, Northern and Eastern side thereof for highway purposes.

Parcel Fourteen: The SE 1/4 of the NW 1/4 of NE 1/4 of Section 26, Township 28 South, Range 27 East, Polk County, Florida, less maintained right of way.

SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Boundary Survey was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 55-17, Florida Administrative Code.

Dennis J. Benham
Professional Surveyor and Mapper No. 4697
State of Florida

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(C)	955.00'	279.71'	278.71'	S80°23'16"W	016°46'52"
C2(C)	925.00'	270.82'	269.82'	S80°23'16"W	016°46'52"
C3(C)	401.00'	67.99'	67.91'	N76°51'17"E	009°42'53"
C4(C)	431.00'	73.08'	72.99'	N76°51'17"E	009°42'53"

Prepared By: ACCURATE SURVEY OF FLORIDA, INC.
4206 NATIONAL GARDEN DRIVE • PLANT CITY, FLORIDA 33563
TELEPHONE: (813) 645-2300 • EMAIL: STEVE.SEMPLE@ACCURATESURVEYFL.COM
LICENSE BUSINESS NO. 8211

LEGEND AND ABBREVIATIONS:

P.N. - PREPARED FOR: 37 SOUTH BUSINESS PARK LLC
SCALE: 1"=100'
DATE: 04/21/2021
Crew Chief: -
DRAWN BY: T.L.H.
CHECKED BY: D.J.B.

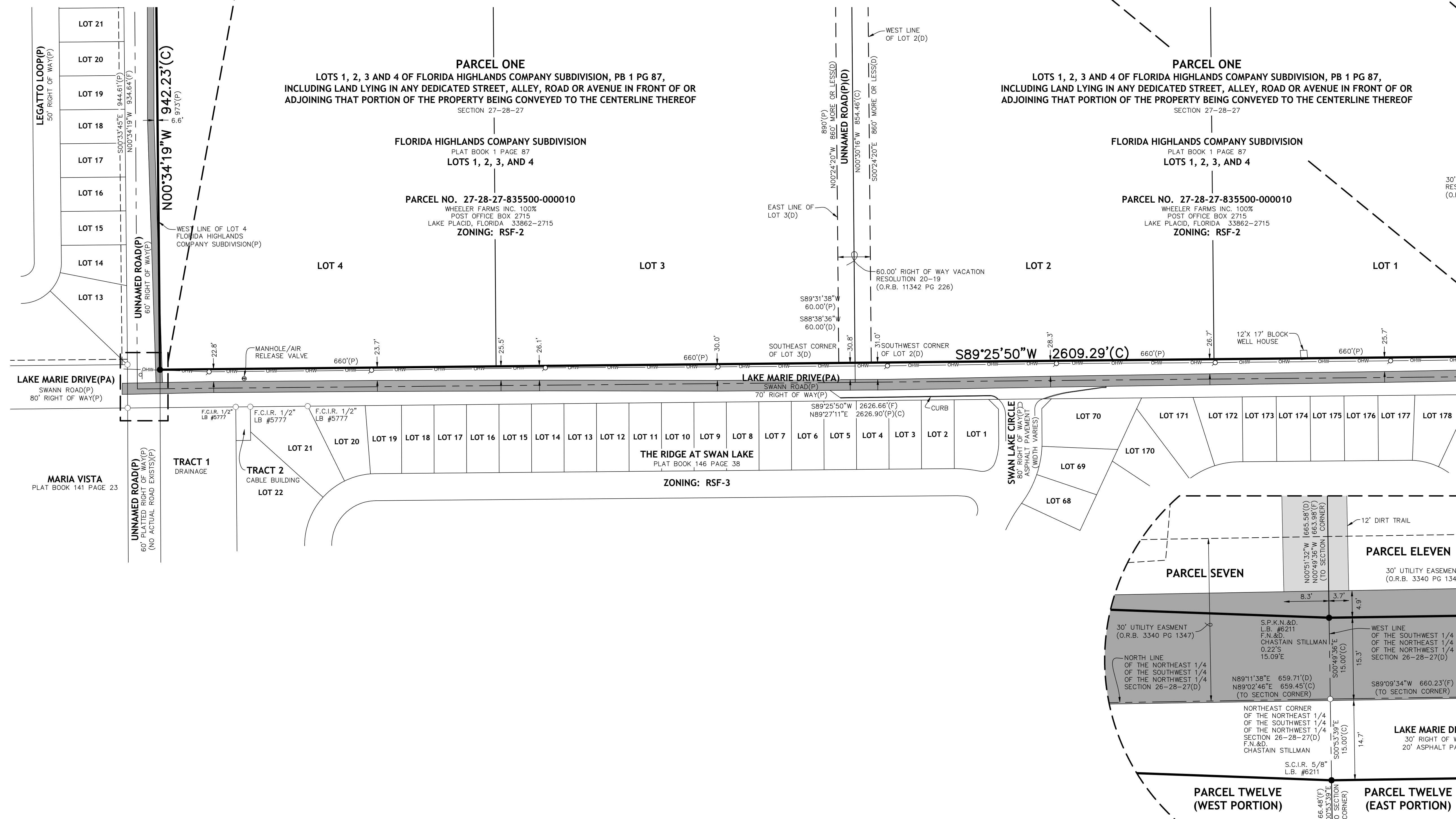
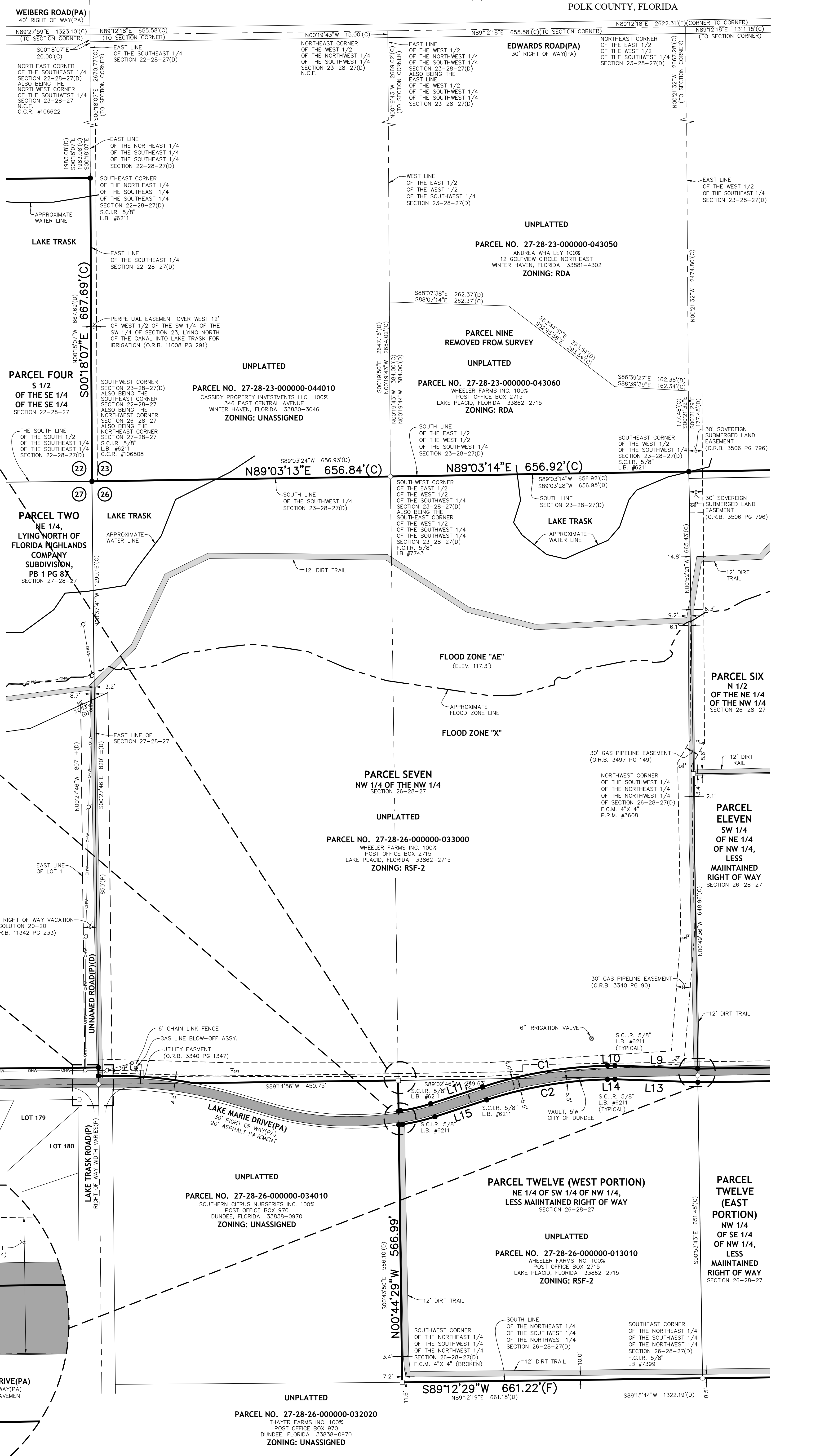
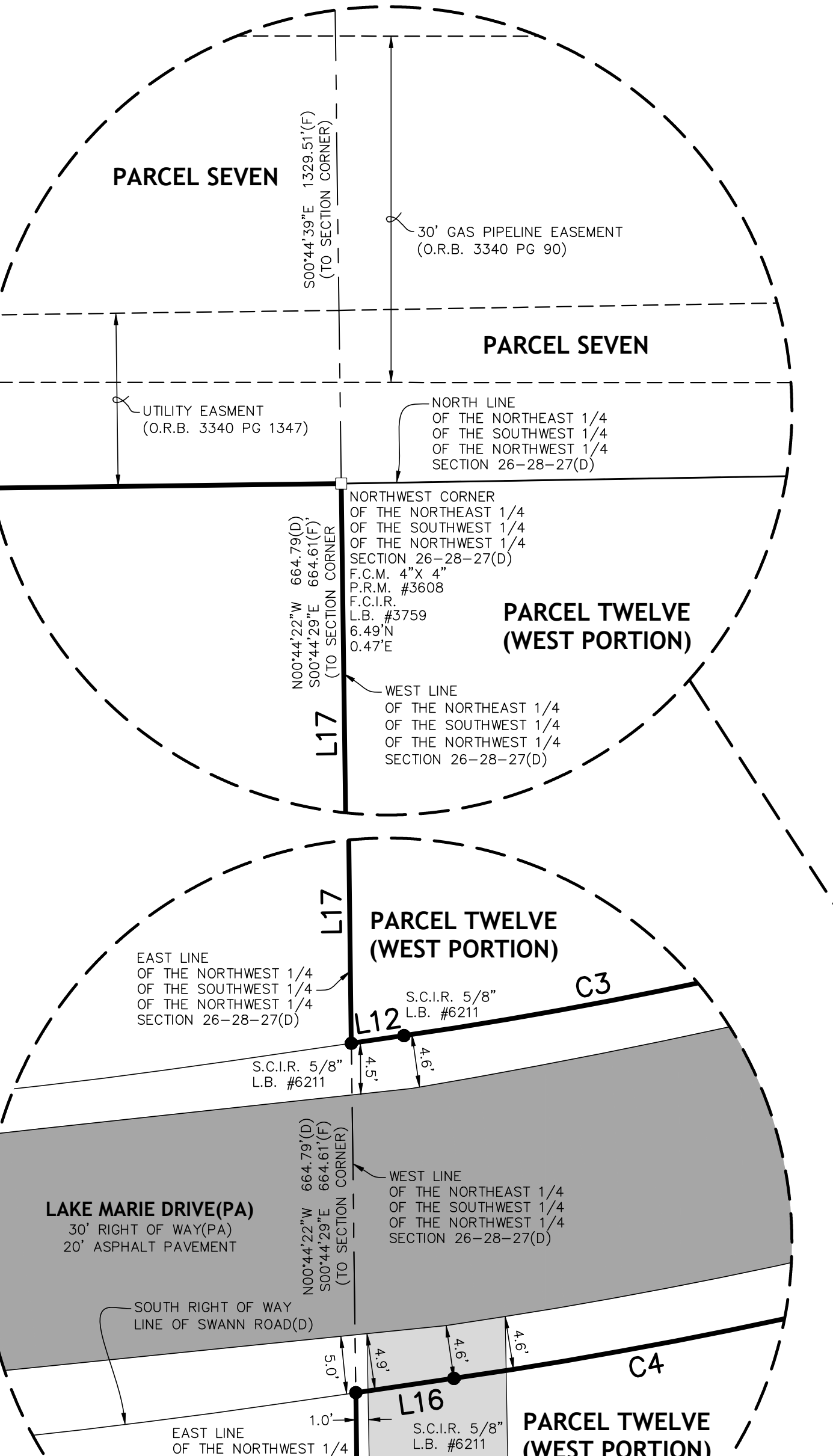
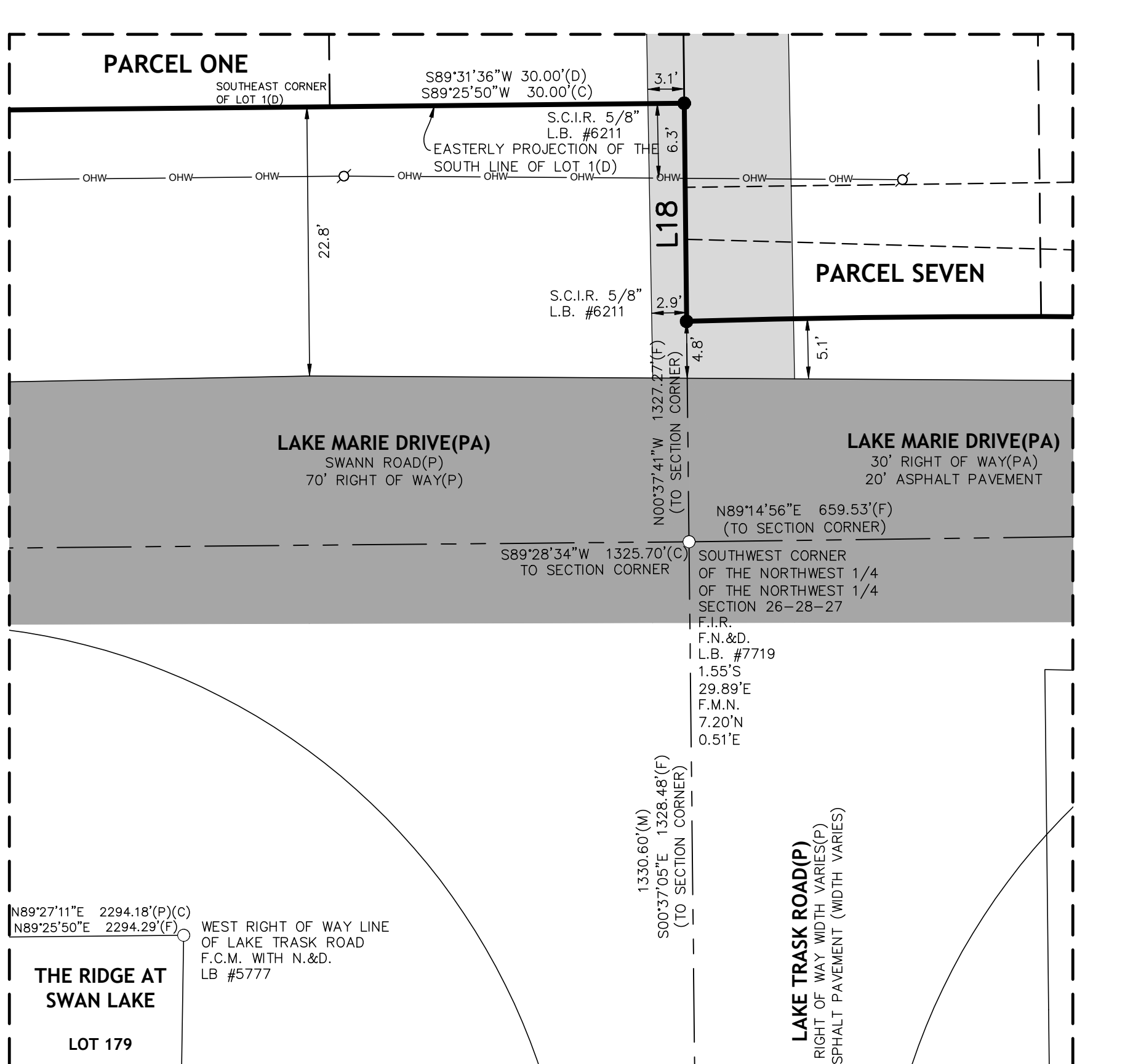
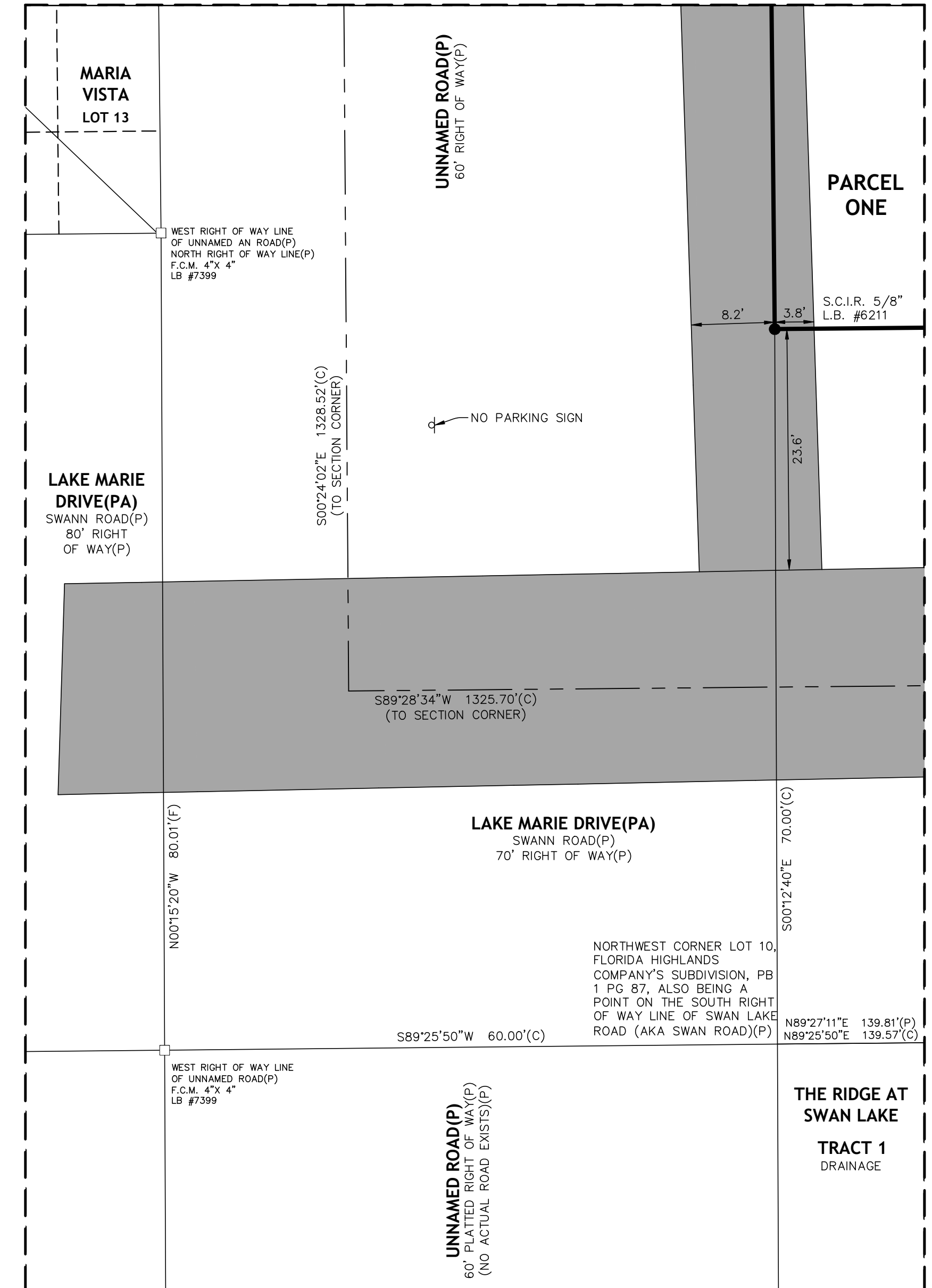
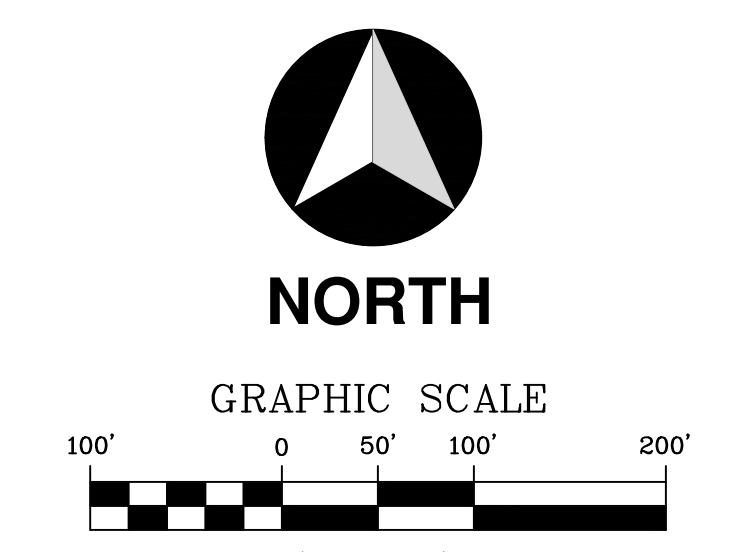
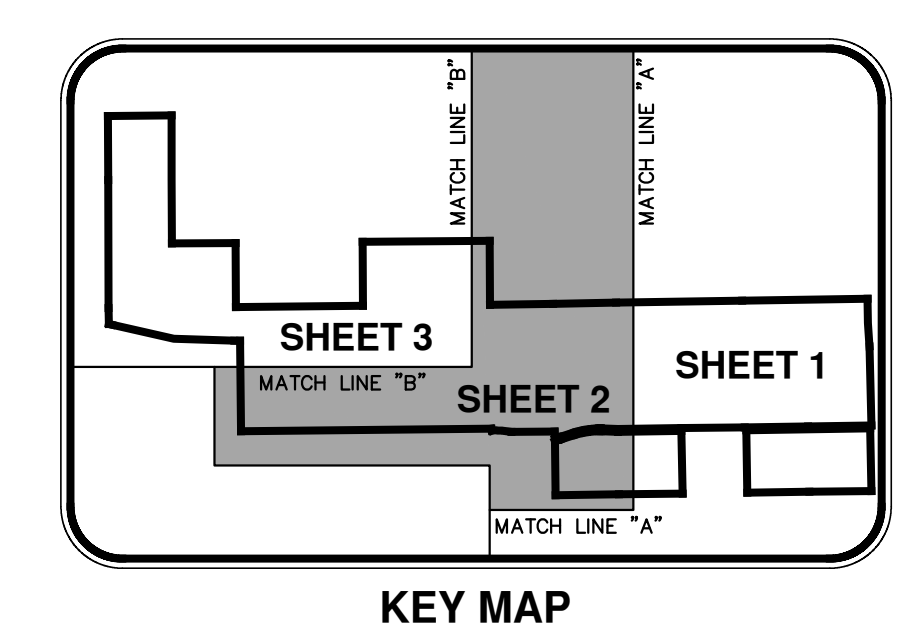
PROJECT NAME: LAKE TRASK (WHEELER FARMS PROPERTY)

SHEET TITLE: BOUNDARY SURVEY

DATE: 07/29/2021

SHEET: 1 OF 3

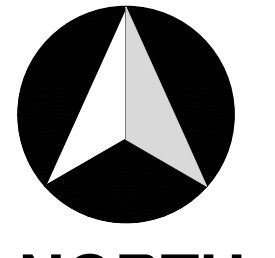
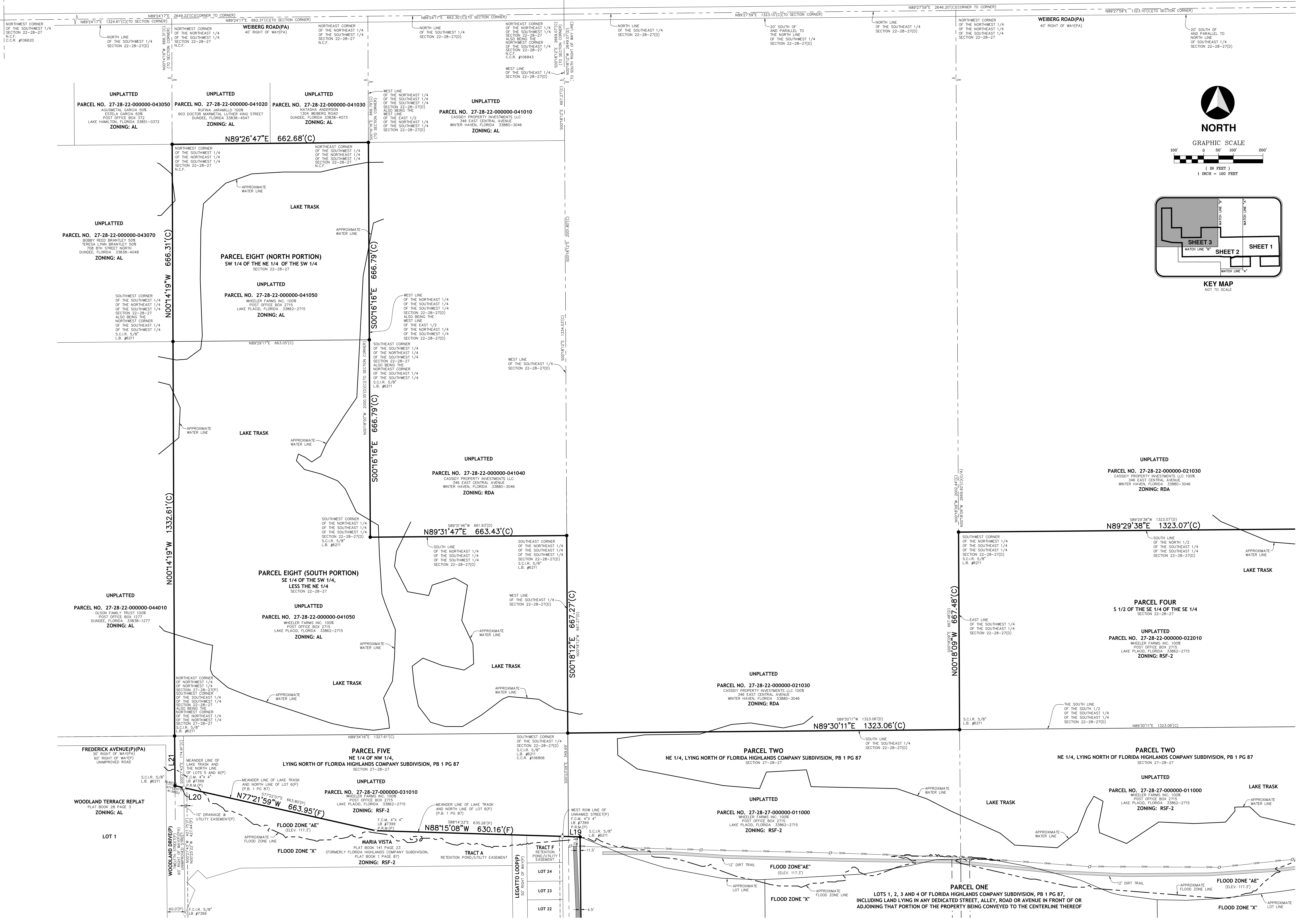
BOUNDARY SURVEY



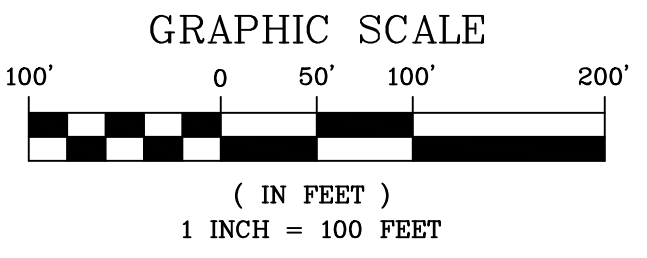
<p>Prepared By: ACCURATE SURVEY OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE • PLANT CITY, FLORIDA 33663 TELEPHONE: (813) 645-2300 • EMAIL: STEVE.SEMPLE@ACCURATESURVEYFL.COM LICENSE BUSINESS NO. 8211</p>	<p>NO. DATE REVISION</p> <table border="1"> <tr><td>1</td><td>07/29/2021</td><td>REMOVE PARCEL 9 PER MADSEN, MOORHEAD, & STOKES</td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	1	07/29/2021	REMOVE PARCEL 9 PER MADSEN, MOORHEAD, & STOKES										<p>LEGEND AND ABBREVIATIONS:</p> <table border="0"> <tr><td>●</td><td>SET CAPPED 5/8" IRON ROD</td><td>NS</td><td>NO CORNER FOUND</td></tr> <tr><td>○</td><td>5" IRON PIPE</td><td>DR</td><td>DRAINAGE</td></tr> <tr><td>○</td><td>1/2" IRON PIPE</td><td>IS</td><td>INSTRUMENT SURVEYOR AND MAPPER</td></tr> <tr><td>○</td><td>3" IRON PIPE</td><td>PL</td><td>PLAT BOOK</td></tr> <tr><td>○</td><td>4" IRON PIPE</td><td>RS</td><td>RESURVEYING INSTRUMENT</td></tr> <tr><td>○</td><td>6" IRON PIPE</td><td>TR</td><td>TEMPORARY RECORD MARK</td></tr> <tr><td>○</td><td>8" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>10" IRON PIPE</td><td>WM</td><td>WINDING CORNER</td></tr> <tr><td>○</td><td>12" IRON PIPE</td><td>PT</td><td>POINT OF BEGINNING</td></tr> <tr><td>○</td><td>14" IRON PIPE</td><td>PA</td><td>PART OF</td></tr> <tr><td>○</td><td>16" IRON PIPE</td><td>RI</td><td>RIGHT OF WAY</td></tr> <tr><td>○</td><td>18" IRON PIPE</td><td>W</td><td>WATER METER</td></tr> <tr><td>○</td><td>20" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>22" IRON PIPE</td><td>WP</td><td>WATER METER</td></tr> <tr><td>○</td><td>24" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>26" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>28" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>30" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>32" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>34" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>36" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>38" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>40" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>42" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>44" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>46" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>48" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>50" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>52" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>54" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>56" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>58" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> <tr><td>○</td><td>60" IRON PIPE</td><td>WA</td><td>WATER METER</td></tr> </table>	●	SET CAPPED 5/8" IRON ROD	NS	NO CORNER FOUND	○	5" IRON PIPE	DR	DRAINAGE	○	1/2" IRON PIPE	IS	INSTRUMENT SURVEYOR AND MAPPER	○	3" IRON PIPE	PL	PLAT BOOK	○	4" IRON PIPE	RS	RESURVEYING INSTRUMENT	○	6" IRON PIPE	TR	TEMPORARY RECORD MARK	○	8" IRON PIPE	WA	WATER METER	○	10" IRON PIPE	WM	WINDING CORNER	○	12" IRON PIPE	PT	POINT OF BEGINNING	○	14" IRON PIPE	PA	PART OF	○	16" IRON PIPE	RI	RIGHT OF WAY	○	18" IRON PIPE	W	WATER METER	○	20" IRON PIPE	WA	WATER METER	○	22" IRON PIPE	WP	WATER METER	○	24" IRON PIPE	WA	WATER METER	○	26" IRON PIPE	WA	WATER METER	○	28" IRON PIPE	WA	WATER METER	○	30" IRON PIPE	WA	WATER METER	○	32" IRON PIPE	WA	WATER METER	○	34" IRON PIPE	WA	WATER METER	○	36" IRON PIPE	WA	WATER METER	○	38" IRON PIPE	WA	WATER METER	○	40" IRON PIPE	WA	WATER METER	○	42" IRON PIPE	WA	WATER METER	○	44" IRON PIPE	WA	WATER METER	○	46" IRON PIPE	WA	WATER METER	○	48" IRON PIPE	WA	WATER METER	○	50" IRON PIPE	WA	WATER METER	○	52" IRON PIPE	WA	WATER METER	○	54" IRON PIPE	WA	WATER METER	○	56" IRON PIPE	WA	WATER METER	○	58" IRON PIPE	WA	WATER METER	○	60" IRON PIPE	WA	WATER METER	<p>PREPARED FOR: 37 SOUTH BUSINESS PARK LLC POST OFFICE BOX 6165 LAKELAND, FLORIDA 33807-6165</p> <p>SCALE: 1"=100' DATE: 04/21/2021 CREW CHIEF: -- DRAWN BY: T.L.H. CHECKED BY: D.J.B.</p>	<p>PROJECT NAME: LAKE TRASK (WHEELER FARMS PROPERTY)</p> <p>SHEET TITLE: BOUNDARY SURVEY</p>	<p>DATE: 07/29/2021</p> <p>SHEET: 2 OF 3</p>
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BOUNDARY SURVEY

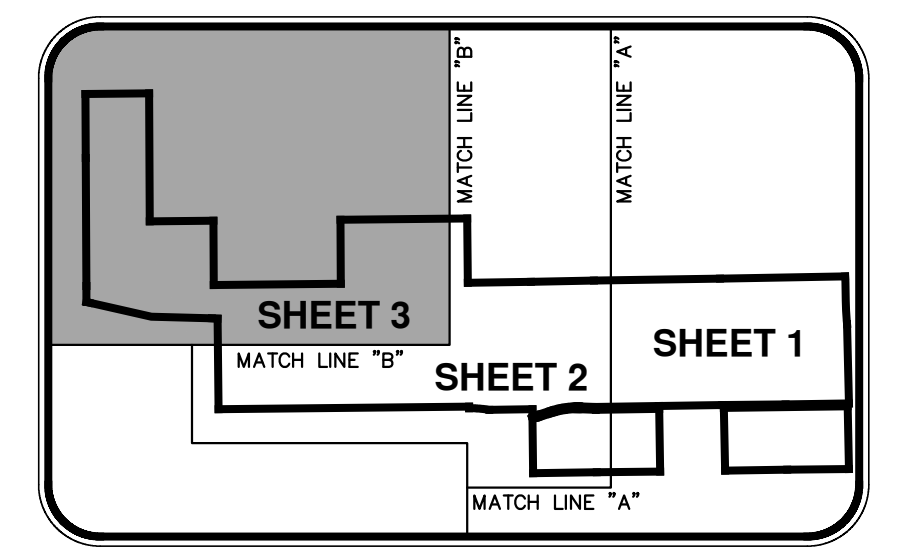
SECTION(S) 22, 23, 26 AND 27, TOWNSHIP 28 SOUTH, RANGE 27 EAST
POLK COUNTY, FLORIDA



NORTH



GRAPHIC SCALE
(IN FEET)
1 INCH = 100 FEET



KEY MAP
NOT TO SCALE

Prepared By:
ACCURATE SURVEY OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE • PLANT CITY, FLORIDA 33563
TELEPHONE: (813) 645-2300 • EMAIL: STEVE.EMPLE@ACCURATESURVEYFL.COM
LICENSE BUSINESS NO. 8211

NO.	DATE	REVISION
1	07/29/2021	REMOVE PARCEL 9 PER MADSEN, MOORHEAD, & STOKES

LEGEND AND ABBREVIATIONS:

SR	= SET CAPPED 5/8" IRON ROD	SR	= LICENSED BUSINESS	EL	= ELECTRIC
SP	= SET CAPPED 1/2" IRON ROD	SP	= PROFESSIONAL SUPERVISOR AND MAPPER	EM	= ENCLOSED
FM	= FOUND CONCRETE FOUNDATION	SPM	= PROFESSIONAL SURVEYOR	EP	= EMBEDDED
FR	= FOUND REINFORCED CONCRETE	PL	= PLAT BOOK	MP	= METEOR PILE
FRS	= FOUND REINFORCED STEEL	PR	= PLAT RECORD	MR	= METEOR ROD
FRS	= FOUND REINFORCED STEEL	PR	= PLAT RECORD	MR	= METEOR ROD
FRS	= FOUND REINFORCED STEEL	PR	= PLAT RECORD	MR	= METEOR ROD

LEGEND AND ABBREVIATIONS:

W	= WIRE FENCE	W	= WIRE FENCE	W	= WIRE FENCE
W	= WIRE FENCE	W	= WIRE FENCE	W	= WIRE FENCE
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P.N.: --
SCALE: 1"=100'
DATE: 04/21/2021
CREW CHIEF: --
DRAWN BY: T.L.H.
CHECKED BY: D.J.B.

PREPARED FOR:
37 SOUTH BUSINESS PARK LLC
POST OFFICE BOX 6165
LAKELAND, FLORIDA 33807-6165

PROJECT NAME:	LAKE TRASK (WHEELER FARMS PROPERTY)	DATE:	07/29/2021
SHEET TITLE:	BOUNDARY SURVEY	SHEET:	3 OF 3



An Equal Opportunity Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
TDD only: 1-800-231-6103 (FL only)
On the Internet at WaterMatters.org

Item C.

8/4/2022

Dundee Reserve Holdings, LLC
Attn: Hannah Nachison
36 Charming Way
Lakewood, NJ 08701

Subject: Transfer of Water Use Permit No. 20004105.008

Dear Ms. Nachison:

The Water Use Permit referenced above has been transferred. Please note that the transfer of the Water Use Permit only authorizes continuance of the activities currently listed in the permit. Any changes to the withdrawals, use type, or water use must be approved through a Water Use Permit Modification application prior to the changes. Please be advised the Permittee is responsible for compliance with all terms of the permit including the Special and Standard Conditions listed in the Permit. This includes any data reporting such as meter readings, pumpage, water quality, or water levels as well as any water conservation or feasibility analysis. In the event a water shortage order is declared, the District may modify the permit. Additionally, the permit may be subject to any new rules adopted by the District.

If you have any questions or concerns regarding your permit or any other information, please contact Shelbi More, at extension 2085, in the Tampa Service Office, Water Use Permit Bureau.

Sincerely,

Shelbi More
Water Use Permitting Intern
Water Use Permit Bureau
Regulation Division

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 004105.008**

Item C.

PERMIT ISSUE DATE: April 22, 2020

EXPIRATION DATE: April 24, 2040

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal
GRANTED TO: Wheeler Farms, Inc. / Attn: David P. Wheeler
Post Office Box 2715
Lake Placid, FL 33862

Transferred On: August 4, 2022
To: Dundee Reserve Holdings, LLC
Attn: Hannah Nachison
36 Charming Way
Lakewood, NJ 08701
Expiration Date: April 24, 2040
New Permit No: 20004105.009

PROJECT NAME: Wheeler Farms/Lake Marie
WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA
COUNTY: Polk

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	208,000 gpd
PEAK MONTH ¹	1,268,700 gpd
DROUGHT ANNUAL AVERAGE ²	283,500 gpd
CROP PROTECTION/MAXIMUM ³	6,156,200 gpd

1. Peak Month: Average daily use during the highest water use month.
2. Drought Annual Average: Annual average limit when less than historical average rainfall if sufficient Water Conservation credits exist in the Permittee's account.
3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a renewal of an existing water use permit for agricultural use. The authorized quantities have not changed from those previously permitted. The annual average quantities are 208,000 gallons per day (gpd), drought annual average quantities are 283,500 gpd, peak month quantities are 1,268,700 gpd, and crop protection quantities are 6,156,200 gpd. There is no change in use type from the previous revision. These quantities are based on the District's irrigation allotment calculation program, AGMOD. The permittee is not using alternative water supplies because none are feasible at this time. This permit is located within the Southern Water Use Caution Area and the Central Florida Water Initiative .

This application satisfies existing conditions for permit issuance because reasonable assurances have been approved that demonstrate that water resources, existing legal users, offsite land uses, and surface water and groundwater quality will not be adversely impacted. Additionally, documentation has been provided that demonstrates the request is necessary to fulfill a reasonable demand, conservation measures will be incorporated, and an evaluation of alternative water has been provided. The recommended permit duration is commensurate with the applicant's ability to satisfy conditions of permit issuance.

The CFWI is a collaborative regional water supply endeavor to protect, conserve, and restore water resources in the area by working to accomplish the goals presented in the Central Florida Water Initiative Guidance Document. These goals include crafting long-term water supply solutions for the Central Florida region. The CFWI effort may also result in specific regulatory requirements. While the scope and content of these regulatory requirements are unknown at this time, it is possible they may include requirements that are related to the Permittee's relative contribution to the water resource impact being addressed, the timing of permit issuance compared to other existing legal users, and/or include other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Therefore, this permit includes Special Conditions that provide specific notification that the permit may be modified during the term of the permit to address unanticipated harm or impacts to existing legal users that is occurring or is projected to occur from the Permittee's authorized withdrawal over the permit duration. Since this application is located within the CFWI area, it is necessary for the applicant to consider implementing the heightened water conservation requirements defined in the Special Conditions. The applicant is advised to carefully consider its infrastructure investments in light of the on-going Central Florida Water Initiative.

Special conditions include those that require the Permittee to record and report meter readings monthly, cap withdrawals not in use, comply with allocated irrigation quantities, investigate the feasibility of using reclaimed water, submit annual irrigation water use crop reports, eliminate off-site discharge through Best Management Practices, and comply with the Southern Water Use Caution Area recovery strategy .

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>DROUGHT ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Agricultural	208,000	1,268,700	283,500	6,156,200

USES AND IRRIGATION ALLOCATION RATE TABLE

<u>CROP/USE TYPE</u>	<u>IRRIGATED ACRES</u>	<u>IRRIGATION METHOD</u>	<u>STANDARD IRRIGATION RATE</u>	<u>DROUGHT IRRIGATION RATE</u>
Citrus	204.00	Low Volume Spray	15.30"/yr.	20.89"/yr.

WITHDRAWAL POINT QUANTITY TABLE

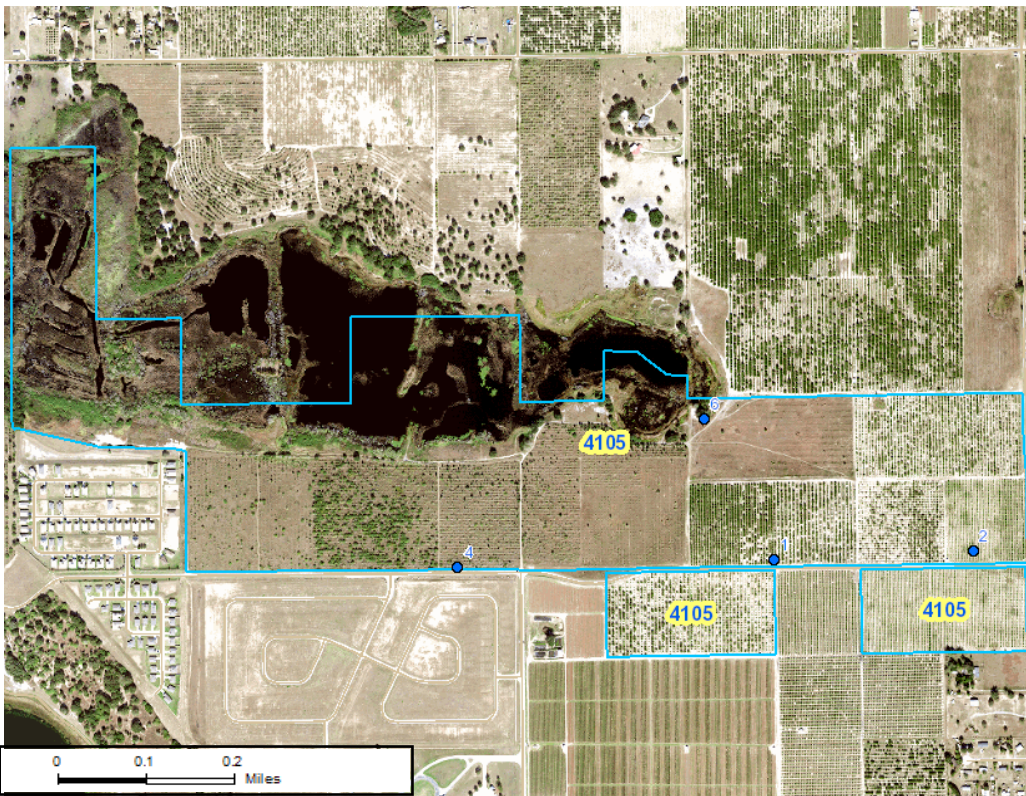
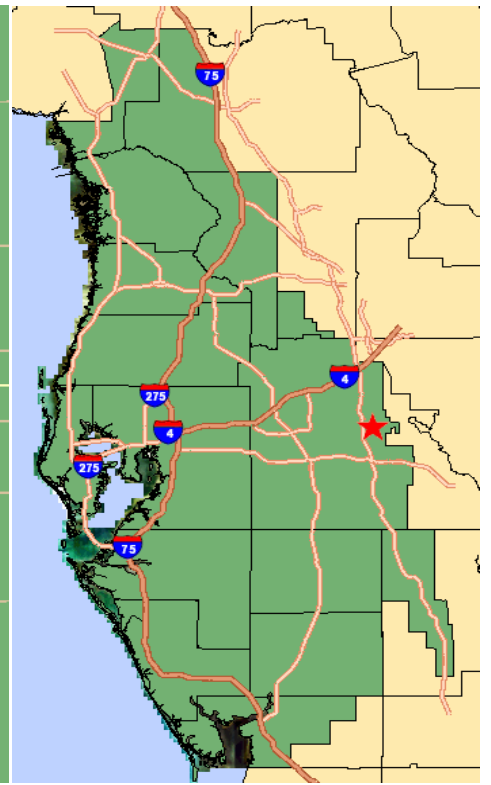
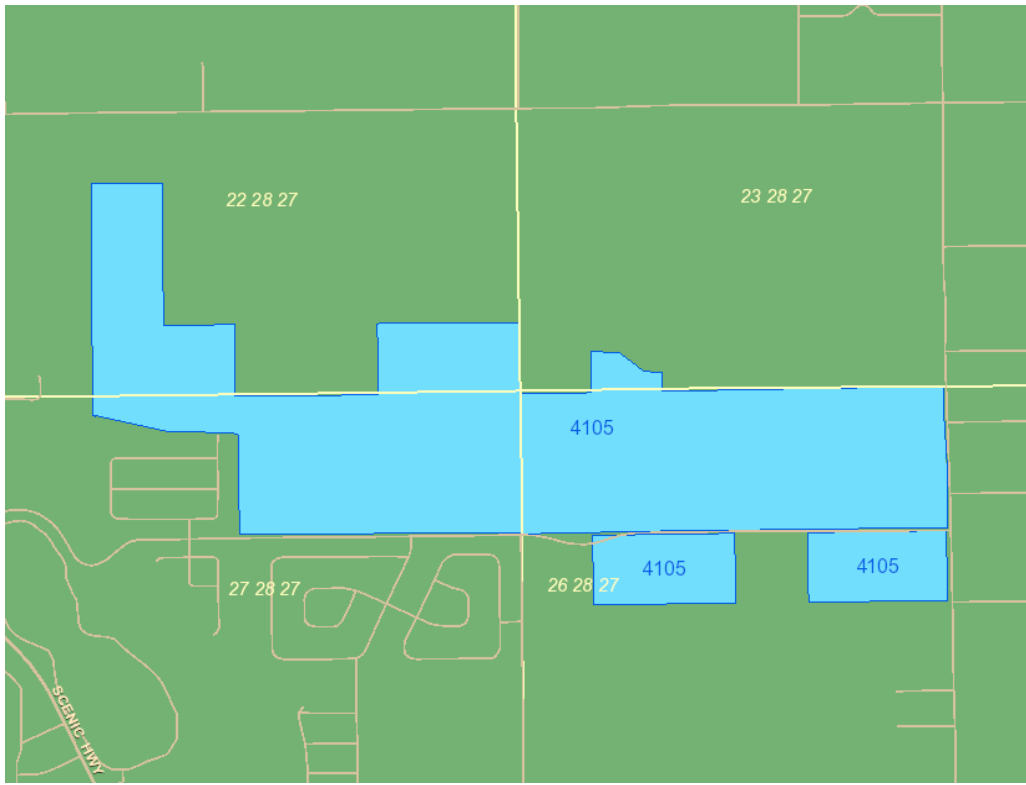
Water use from these withdrawal points are restricted to the quantities given below :

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
1 / 1	12	660 / 110	Irrigation	72,400	441,600	2,537,300
2 / 2	6	300 / UNK	Irrigation	31,600	192,800	633,600
4 / 4	10	1,000 / UNK	Irrigation	86,700	528,600	1,761,100
6 / 6	10	560 / 200	Irrigation	17,300	105,700	1,224,200

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
1	28° 01' 21.61"/81° 35' 20.18"
2	28° 01' 22.19"/81° 35' 02.80"
4	28° 01' 21.08"/81° 35' 47.80"
6	28° 01' 32.38"/81° 35' 26.32"

Location Map
Wheeler Farms, Inc. / Attn: David P. Wheeler
WUP No. 20 004105.008



Legend

- DIDs
- WUP Boundary

2017 Natural Color Imagery
POLK COUNTY

Southwest Florida
Water Management District

STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The Permittee shall document and report on District forms, the beginning and ending hours and dates of operation of each withdrawal point used for the protection of crops from frost, freeze or heat damage. The report shall include the gallons per day pumped from each withdrawal point based on irrigation system capacity, or if available, totalizing flow meter readings. This report shall be submitted by the 10th day of the month following irrigation for crop protection. The crop protection daily quantities specified in this permit are solely for the purpose of crop protection, and do not apply to routine irrigation practices. Irrigation for crop protection shall not exceed the crop protection daily quantity listed on the permit and shall not cause water to go to waste.
(1)
3. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
4. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
5. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
6. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.
(331)
7. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place

equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)

8. The Permittee shall geophysically (caliper) or video log District ID Nos. 2 and 4, Permittee ID Nos. 2 and 4, if the pump assembly is removed for maintenance or replacement within the term of this permit. If the Permittee does not have to remove the pump assembly during the term of this permit, he or she shall notify the District in writing upon submittal of their application to renew their water use permit (WUP). Such notification will not prejudice the Permittee's application. The District does not require the Permittee to remove the well assembly for the single purpose of logging the well.

The geophysical or video log must clearly show the diameter and total depth of each well, and the casing depth and casing continuity in each well. If a video log is made of the well, it shall clearly show the WUP number, Permittee name, and well identification number on the tape itself. One copy of the log shall be submitted to the District within 30 days of the logging event. Upon sufficient notice (approximately two to three weeks), the District can caliper log the well(s) at no cost to the Permittee; however, the Permittee shall remove the pump assembly at their own cost and prior to the arrival of the District logging vehicle on location.

Until such time as the logging is performed, the District shall continue to assess withdrawal impacts, and credit existing use per aquifer based on the assumption that multiple aquifers are open in the well bore. If an analysis of the log with respect to geology or hydrogeology is made, the report must be signed and sealed by a Professional Geologist who is registered and in good standing with the Florida Department of Business and Professional Regulation.
(408)

9. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.
(427)

10. The Permittee shall immediately implement the District-approved water conservation plan dated April 3, 2020 that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted May 1, 2030.(449)
11. The Permittee shall investigate the feasibility of increasing the use of or using reclaimed water for irrigation when notified by the District that reclaimed water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of reclaimed water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of reclaimed water available, the projected date(s) of availability, costs associated with obtaining the reclaimed water, and an implementation schedule for reuse, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of reclaimed water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include reclaimed water as a source of water. The modification application shall include a date when the reclaimed water will be available and shall indicate a proposed reduction in permitted quantities. If the permit application is not submitted by the Permittee, the District may reduce, following notice to the Permittee, the quantities authorized with this permit to account for the availability of reclaimed water.

(458)

12. The Permittee shall record the following information on the Irrigation Water Use Form that is supplied by the District for annual crops for each permitted irrigation withdrawal point, District ID. No(s). 1, 2, 4, and 6, Permittee ID No(s). 1, 2, 4, and 6:

1. Crop type,
2. Irrigated acres,
3. Irrigation method (NTBWUCA only),
4. Dominant soil type per crop or the number of acres per crop on that dominant soil type, and
5. If used, quantities used for crop protection.

This information shall be submitted by March 1 of each year documenting irrigation for the previous calendar year.

(474)

13. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
14. The Permittee shall comply with allocated irrigation quantities, which are determined by multiplying the total irrigated acres by the total allocated inches per acre per season per actual crop grown. If the allocated quantities are exceeded, upon request by the District, the Permittee shall submit a report that includes reasons why the allocated quantities were exceeded, measures taken to attempt to meet the allocated quantities, and a plan to bring the permit into compliance. The District will evaluate information submitted by Permittees who exceed their allocated quantities to determine whether the lack of achievement is justifiable and a variance is warranted. The report is subject to approval by the District; however, justification for exceeding the allowed withdrawal quantity does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.(651)
15. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
16. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID No(s). 1, 2, 4, and 6, Permittee ID No(s). 1, 2, 4, and 6. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)
17. This project is located in the Central Florida Water Initiative (CFWI) area, an area with on-going impacts to water resources which are being addressed by the CFWI. If the District determines that adverse impacts to water resources or existing legal users are occurring or are projected to occur because of the Permittee's authorized withdrawals over the permit duration, the District, upon reasonable notice to the Permittee and including a statement of facts upon which the District based its determination, may modify quantities permitted or other conditions of the permit, as appropriate, to address the impact, but only after an opportunity for the Permittee to resolve or mitigate the impact or to request a hearing. Such modification, if any, will consider such factors as the Permittee's relative contribution to the water resource impact being addressed due to groundwater withdrawals, the timing of this permit issuance compared to presently existing legal use of water, and other considerations identified by the CFWI Solutions Planning and Regulatory Teams. Modifications may include mitigation of impacts and / or reconsideration of allocations or requirements to timely implement required actions that are consistent with the long-term, regional water supply solutions as implemented by rules. Such actions may include the development of alternative water supplies, the implementation of water resource and / or water supply development projects, the application of impact offsets or substitution credits, operating plans, heightened water conservation or other appropriate actions. Nothing in this condition is intended to abrogate the rights of the Governing Board or of any other person under Section 373.233, Florida Statute.(1025)
18. The Central Florida Water Initiative documented existing water resource environmental impacts within its boundaries. This Initiative remains underway and is, in part, crafting long-term water supply solutions for the region. As a component of immediate, interim measures the Permittee is encouraged

to participate in the District's on-going, heightened water conservation public education program. Given the Permittee's use class, opportunities may include such activities as participation in water conservation public service announcements, demonstrations of irrigation efficiency at community gardens, posting water conservation information or links on the Permittee's website. Please contact the Water Use Permit Bureau Chief at 813 985-7481, to discuss opportunities for participation in this important District effort.(1026)

19. The permittee is eligible for water conserving credits on May 1, 2030 through the submittal of a Letter Modification Application." The Permittee must be in compliance with all permit conditions and have submitted all appropriate seasonal and annual crop reporting forms to be eligible for the additional water conserving credits. The available water conserving credit quantity will be equal to twice the difference between the 5-in-10 and 2-in-10 irrigation requirements as determined by AGMOD.(1027)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner;
and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
- A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
- A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

April Breton

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

Exhibit "C"

CONCURRENCY DEVELOPER’S AGREEMENT

THIS CONCURRENCY DEVELOPER’S AGREEMENT (“Agreement”) is made this _____ day of _____, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the “Town”), and **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company, authorized to do business in the State of Florida, the address of which is 36 Charming Way, Lakewood, New Jersey 08701 (the “Developer”).

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010 which totals approximately 305 acres (the “Property”); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Reserve at Dundee Lakes development (the “Development”) which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the “Town WUP”), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee

(the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town’s water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the “Interconnect Agreement”); and

WHEREAS, the Town approved Ordinance No. 21-20 (the “Ordinance”) which established a Planned Unit Development-Residential (PUD-R) on the Property (the “Project”), which permits Developer to construct up to an 865-unit single-family detached residential community, subject to the development requirements and special conditions contained within the Ordinance and the applicable local, state, and federal laws and regulations, a copy of the Ordinance is attached hereto and incorporated herein as **Exhibit “A”**;

WHEREAS, upon receipt of Certified Subdivision Plan (“CSP”) approval, the Developer shall be authorized to proceed with dry-line construction of potable water lines to serve the Development;

WHEREAS, on August 29, 2024, at a duly noticed public meeting, the Town Commission approved an Amendment to Agreement Regarding the Extension of Certain Equivalent Residential Connections For Reserved Capacity in the Town of Dundee’s Water Treatment Plant, renewing 306 water Equivalent Residential Connections (ERC Nos. 22-01 through 22-306) for a 24-month period beginning from July 25, 2024 through July 24, 2026, which ERCs are owned by the Developer;

WHEREAS, the Developer acknowledges and agrees that, upon completion of the dry-line construction and other required improvements for the Development, the Town may not be able to provide allocable water capacity for the Development; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the “Well”); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit No. 20004105.008 (the “Developer WUP”); and

WHEREAS, the Well provides irrigation water for agricultural uses on 305 acres of real

property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on November 8, 2022, the Town of Dundee Town Commission and Developer agreed that, as a condition precedent to its entering into this Agreement, Developer and its successors and permitted assigns indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Developer's construction of dry-lines, the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and

general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. 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 entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 “*Town*” means the Town of Dundee, Florida.

3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 “*Developer*” means Dundee Reserve Holdings, LLC, an active Delaware limited liability company, authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of Dundee Reserve Holdings, LLC.

3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “Town Code” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “Day(s)” means calendar day unless specifically stated otherwise.

3.8 “Calendar Day(s)” means all days in a 365-day calendar year.

3.9 “Business Day(s)” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “Town Commission” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “Development” means the design, construction, paving, maintenance and improvements performed by the Developer for the Reserve at Dundee Lakes project which are the subject of this Agreement and located on, over, under and across the Property and related to and/or arising out of the Reserve at Dundee Lakes Subdivision.

3.12 “Effective Date” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves the Agreement.

3.13 “Term” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to review any and all requests for a development order and/or development or construction permit.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 20004105.008) (the “Developer WUP”), shall allocate

and assign any increase or credit to the Town’s WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town’s water and wastewater service area, shall be required to connect to the Town’s water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney’s fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development. For purposes of this Agreement, this section shall not be applicable to any reserved capacity arising out of or relating to the 306 water Equivalent Residential Connections as referenced herein (ERC Nos. 22-01 through 22-306).

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER’S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development and installation of “dry-lines;” and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town’s authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN’S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in “Contract Zoning” or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town’s legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town’s police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000
Attention: Town Manager

With a copy to (*which shall not constitute notice*):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: Dundee Reserve Holdings, LLC
36 Charming Way
Lakewood, NJ 08701

With a copy to (*which shall not constitute notice*):

Peterson & Myers, PA
Attention: Shelton T. Rice
225 E. Lemon St., Suite 300
Lakeland, FL 33801

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town’s governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties’ compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

13.13 **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town’s rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

14.1 Keep and maintain public records required by the Town to perform in accordance with the terms of this Agreement.

14.2 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.

14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Developer does not comply with a public records request, the Town shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR

PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE IN GOOD FAITH. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to 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 and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S 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. DEVELOPER 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 the Agreements at the TOWN'S option if the DEVELOPER 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 proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor 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 thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.

- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER 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 Agreement(s), DEVELOPER 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 DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER 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 the Agreement(s), 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 twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER 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.*** DEVELOPER 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 vendor and/or 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. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER 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, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the

DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**Dundee Reserve Holdings, LLC,
a Delaware limited liability company**

By: [Signature]
Moishe Goldshmidt, as its Manager

[Signature] Gamaliel Rodriguez
Witness

[Signature] Rajesh Kanerkar
Witness 8/27/24

8/27/24
Date

**STATE OF FLORIDA
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27 day of August 2024, by Moishe Goldshmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on its behalf, who is personally known to me or who has produced DL 24 911 070 as identification.

[Signature]
Notary Public, State of Florida
Printed Name: Gamaliel Rodriguez
My commission expires: July 27, 2028



GAMALIEL RODRIGUEZ
Commission # HH 572461
Expires July 17, 2028

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

ORDINANCE NO. 21-20

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) AND LAKE TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 305 ACRES OF LAND, LOCATED NORTH AND SOUTH OF LAKE MARIE DRIVE WEST OF H. L. SMITH ROAD, FURTHER DESCRIBED AS PARCELS: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, AND 272826-000000-013010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Wheeler Farms, Inc., an active Florida corporation (the "Applicant") requests a change of zoning from Moderate Density Single Family Residential (RSF-2) and lake to Planned Unit Development-Residential on approximately 305 acres of land located at the northeast corner of the intersection of Lemon Avenue and Bay Street; and

WHEREAS, the Planned Unit Development Process (updated through Ordinance 13-09) establishes five Planned Unit Development Districts, including Planned Unit Development-Residential (PUD-R); and

WHEREAS, there has been a request for approval of amendment of a Master Development Plan for a Planned Unit Development (PUD) known as the Reserve at Dundee Lakes; and

WHEREAS, the request is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the Town; and

WHEREAS, on August 19, 2021, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on August 19, 2021, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on August 19, 2021, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to this property, adopt the Master Development Plan and associated conditions.

NOW, THEREFORE, be it enacted by the Town Commission of the Town of Dundee, Florida:

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classifications from Moderate-Density Single-Family Residential (RSF-2) and lake to Planned Unit Development-Residential (PUD-R) on approximately 305 acres of land, located north and south of Lake Marie Drive west of H. L. Smith Road, further described as parcels: 272827-000000-031010, 272822-000000-041050, 272827-000000-011000, 272822-000000-022010, 272827-835500-000010, 272826-000000-033000, 272826-000000-031030, and 272826-000000-013010, as shown in Exhibit "A".

Section 2. All property located within the Reserve at Dundee Lakes PUD property is hereby zoned Planned Unit Development-Residential (PUD-R) Zoning District and the provisions of the Land Development Code, and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. The Master Development Plan (MDP) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 7.09.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Reserve at Dundee Lakes PUD, including development requirements attached hereto as Exhibit "C" and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. Severability. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Repealing. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

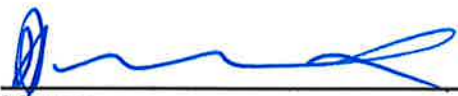
Section 7. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 8. Effective Date. The effective date of this ordinance shall be immediately upon passage on second reading.

INTRODUCED on first reading this 14th day of September, 2021.

PASSED on second reading this 28th day of September, 2021.

TOWN OF DUNDEE, FLORIDA



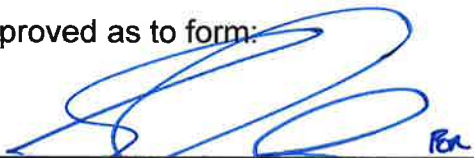
Mayor- Sam Pennant

ATTEST:



Town Clerk – Jenn Garcia

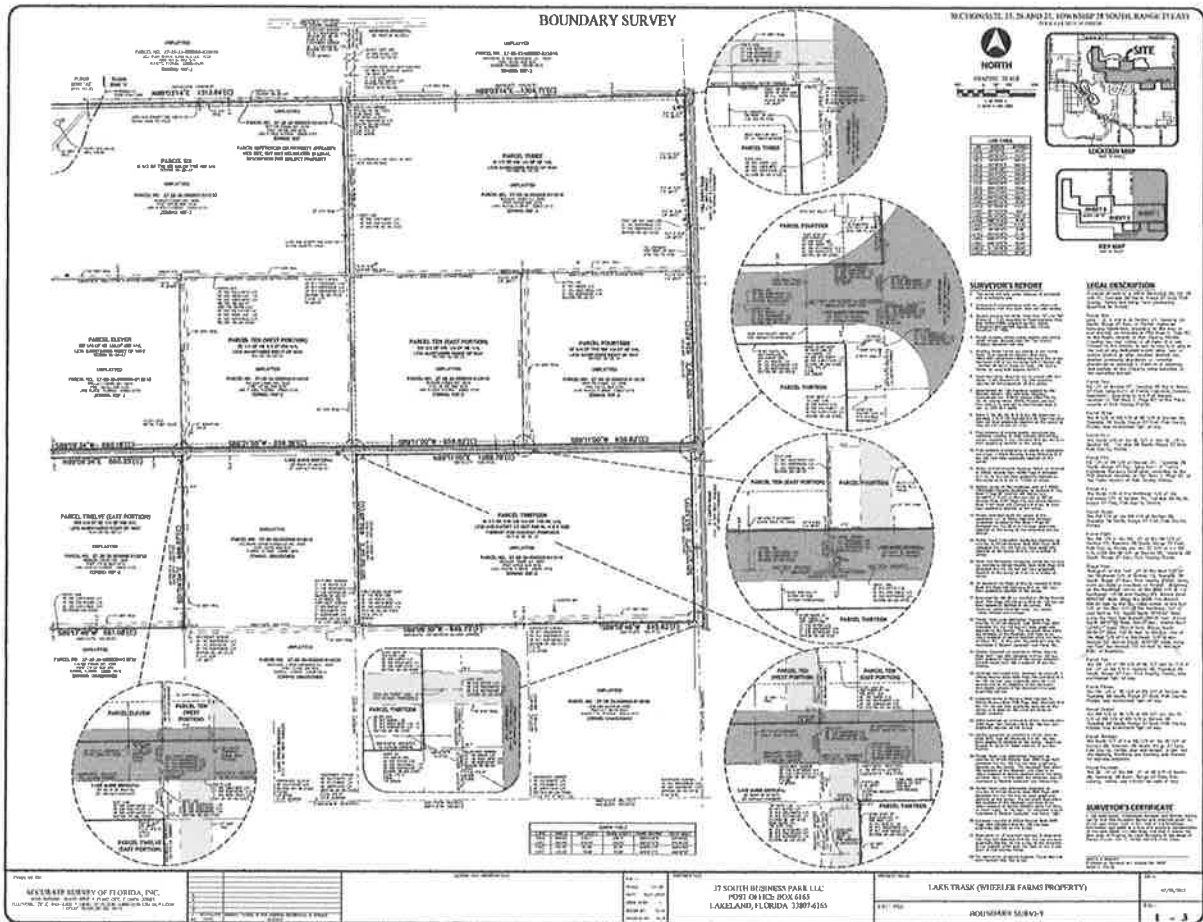
Approved as to form:



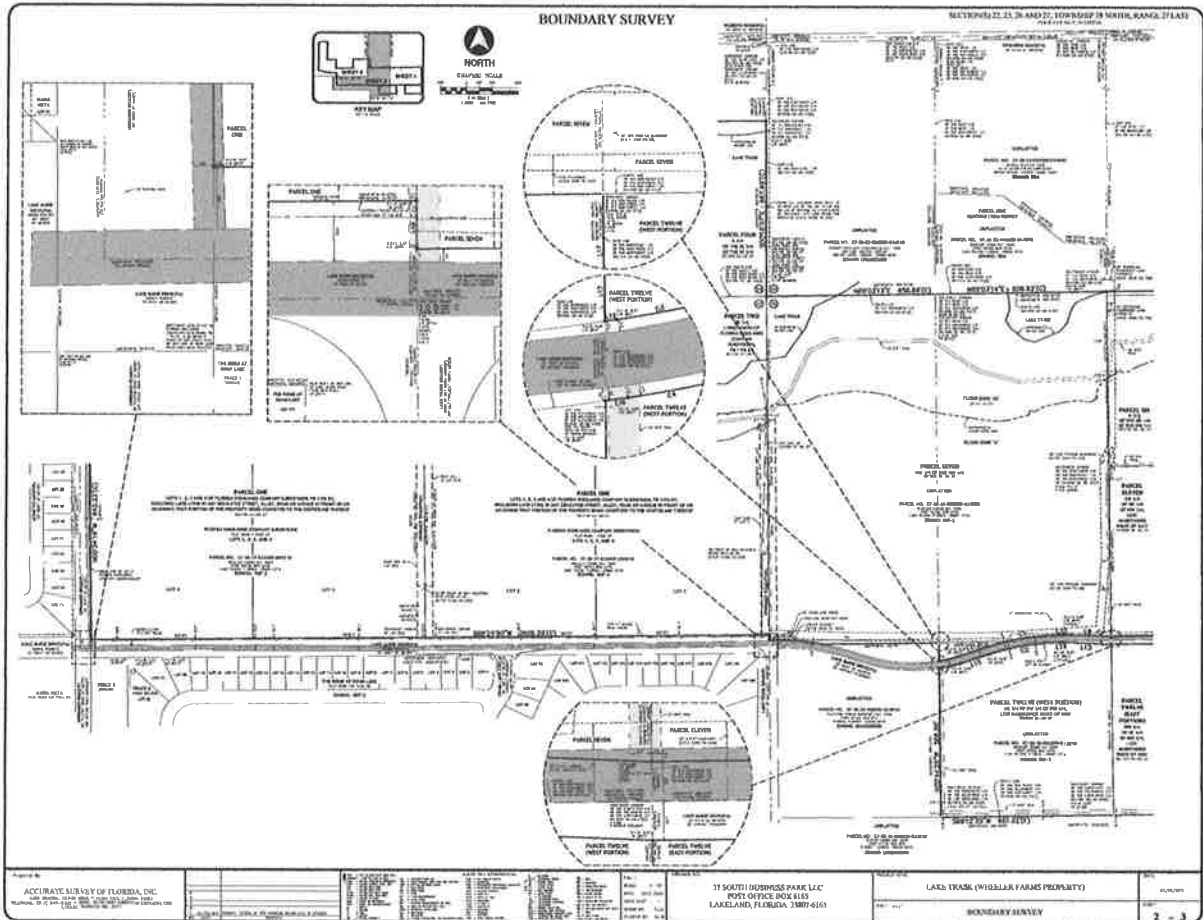
Town Attorney – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 1 of 4

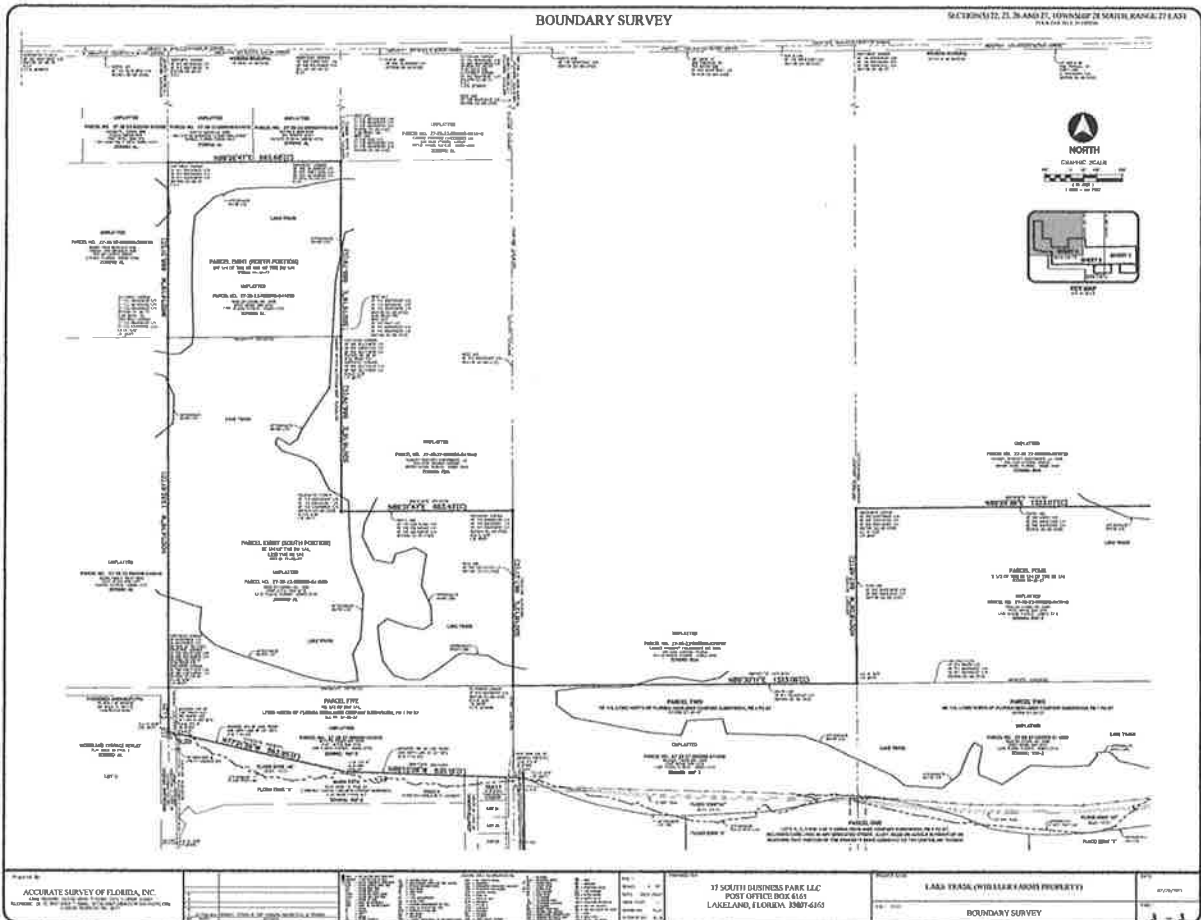
The parcel described below and illustrated on the map on the following three pages.



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 2 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 3 of 4



Composite Exhibit "A"
Ordinance No. 21-20
Legal Description and Excerpt from the Official Zoning Map
Page 4 of 4

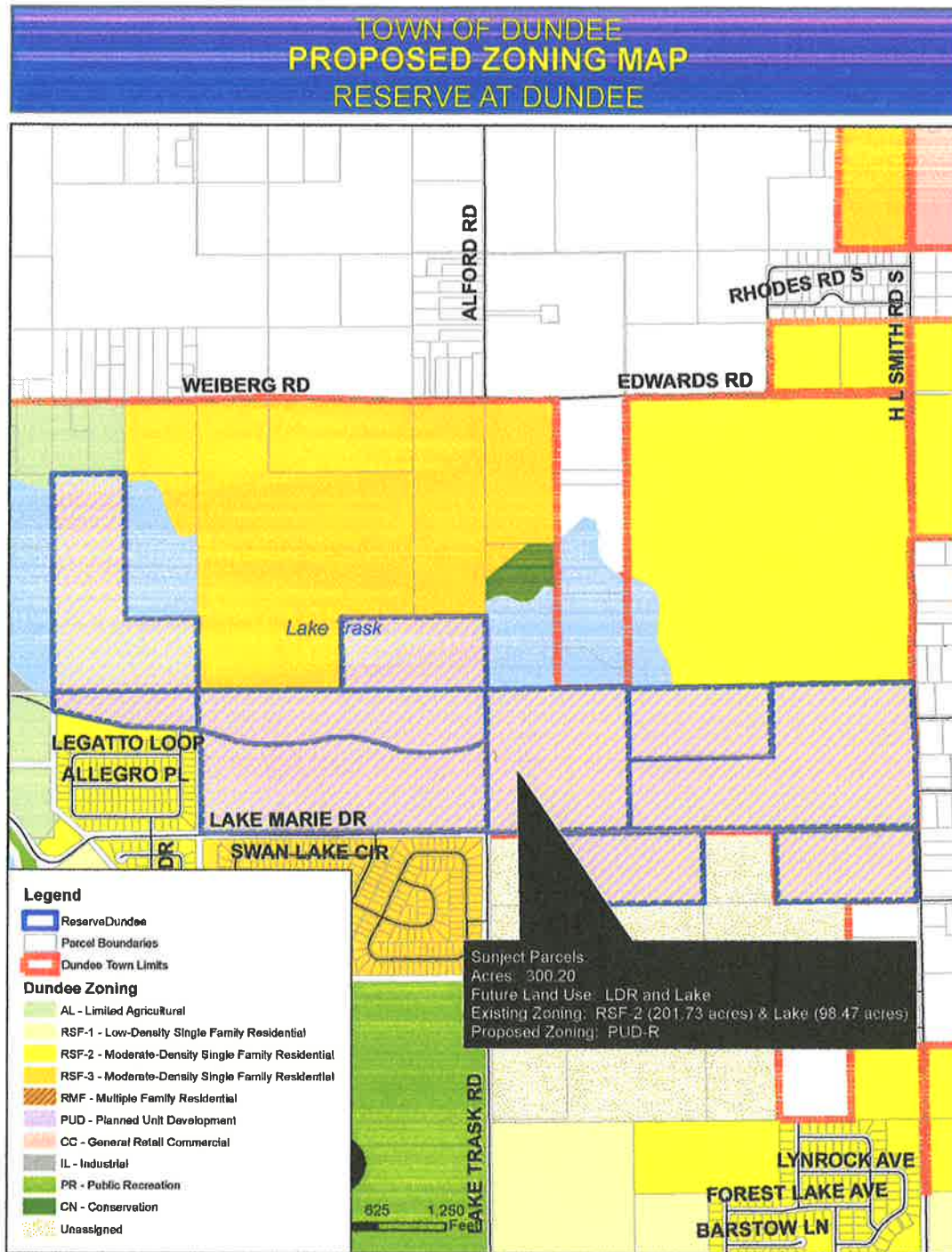


Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 1 of 2

1. The Reserve at Dundee Lakes Planned Unit Development shall consist of up to 865 dwelling units that meet the following requirements for single-family lots.

Lot Width	Setbacks*				Min. Lot Depth	Min. Lot Size	Min. Home Size	Max. Building Height	Max. Lot Coverage	Unit Mix**
	Front Setback	Side Setback	Rear Sect Back	Garage Setback						
45'	20'	7.5'	20'	20'	115'	5,175	1,200	35'	50%	Up to 428
50'	20'	5'	20'	20'	115'	5,750	1,200	35'	55%	381
60'	20'	5'	20'	20'	115'	6,900	1,200	35'	55%	At least 56

* A porch, lanai, portico, veranda, or other comparable entrance feature may extend up to 5' from the front building line.

** Developer shall not exceed 428-45' lots. Developer shall have at least 56-60' lots. Developer may decrease the number of 45' lots and increase the number of 50' lots, on a lot-for-lot basis; in no event shall the total number of 45' lots and 50' lots collectively exceed 809 lots.

2. The Developer will complete the development in phases or neighborhoods, as generally shown on the MDP. The unit count and lot lay out of each neighborhood shall be specifically identified at site development plan for each neighborhood.
3. A single-family home, within three single-family lots on the same side of the street, shall not utilize a combination of two of the same following design characteristics: building elevation, façade materials or color scheme.
4. The Amenity Center shall consist of a clubhouse, pool, pavilion, waterslide, playground, splash pad, recreational fields and courts, planting area, barbeque area, and dog park. Prior to issuance of the 216th Certificate of Occupancy, the Developer shall have completed, at a minimum, construction of the pool and pavilion. Prior to issuance of the 432nd Certificate of Occupancy, the Developer shall have completed all of the Amenity Center improvements stated in this condition. Except for the pool, pavilion, and clubhouse, the Developer may be permitted to replace any amenity stated herein with a similar or substitute amenity which shall be considered for approval by the Town of Dundee at subdivision plan review.

Exhibit "C"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Development Requirements
Page 2 of 2

5. **Lake Front Amenities.** Subject to applicable law, except for the Amenity Center, the Developer shall: (1) complete construction of all walking trails and open space along Lake Trask serving and within Neighborhood 1 concurrent with development of Neighborhood 1, and (2) shall complete all walking trails and open space along Lake Trask serving and within Neighborhood 2 concurrent with development of Neighborhood 2. The open space and recreation provided by the Amenity Center and Lake Front Amenities shall, upon completion of construction, be applicable to satisfying the Town's PUD-R open space and recreation requirements for the entire development.
6. **Neighborhood Open Space.** Smaller isolated pocket parks and open space identified within each phase/neighborhood shall be completed concurrent with the development of said neighborhood.

Exhibit "D"
Ordinance No. 21-20
Reserve at Dundee Lakes PUD Special Conditions
Page 1 of 1

1. The Master Development Plan includes potential impacts to the wetland protection zones and shoreline protection zones. If at the time of subdivision plan review, the project includes impacts to the wetland or shoreline protection zones, the applicant may request approval of a mitigation plan consistent with Sections 5.03.07 or 5.04.06.
2. The Developer shall be required to complete a transportation study and implement project related transportation improvements consistent with the requirements of Florida Statutes and the Town of Dundee Unified Land Development Code.
3. The Town of Dundee may, in its sole discretion, require the Developer to enter into a mutually agreeable Agreement in order to clarify and/or resolve any issue(s) or impacts related to transportation concurrency which includes (i) the perimeter roadways (Swan Road, H.L. Smith Road, Lake Marie Drive, other unnamed roadway) which impact the Reserve at Dundee development; and (ii) any developer's agreement(s) or development agreement(s) recorded in the Public Records of Polk County, Florida.
4. Except as otherwise may be approved by the Town, all perimeter roads (H. L. Smith road, Lake Marie Drive, unnamed road by neighborhood 1, and unnamed right-of-way by neighborhood 5) shall be shown to have adequate rights-of-way or land shall be dedicated to meet the minimum standard(s) set forth by the Town of Dundee Unified Land Development Code.
5. The water capacity for all agricultural wells shall be dedicated to the Town of Dundee at time of development of each neighborhood/phase.
6. The Developer shall submit a proposed phasing schedule to assist the Town in planning for water and wastewater services.
7. All internal road rights-of-way shall be at a minimum 50' and shall be constructed in accordance with the requirements set forth by the Town of Dundee Unified Land Development Code.

Town of Dundee



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: *Vision Committee*

Name: *Merissa Green*

Address: *1307 Vista Del Lago Blvd*

Phone: [REDACTED]

Email Address: *pressgirl770901.com*

What experience or qualities do you have that you feel would contribute to the board of your choice?

*Community connections event planning
Public Relations fundraisings
Government experience
media experience*

Can you commit to attending the schedule of meetings? YES NO *as virtually for now*

What date are you available to start? *I am available by phone as I recover from surgery*

How long have you been a resident of the Town? *Since 2009*

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

If so, which board and year: *Canvassing Board*

Applicant Signature: *Merissa Green* Date: *9/3/24*

FOR OFFICE USE ONLY:

Received by *[Signature]* Date *9/3/2024*

Date reviewed by Mayor & Town Commission: _____ Approved _____

Disapproved _____

Town of Dundee



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: VISION COMMITTEE

Name: CLARK TALLMAN

Address: 3264 LYNROCK

Phone: [REDACTED]

Email Address: BT112399@AOL.COM

What experience or qualities do you have that you feel would contribute to the board of your choice?

FORMER BUSINESS OWNER
CONSTRUCTION SUPERVISOR

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

What date are you available to start? 8-12-24

How long have you been a resident of the Town? 10 YEARS

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

If so, which board and year:

Applicant Signature: Clark Tallman Date: 8-29 24

FOR OFFICE USE ONLY:

Received by J. O'Neill Date 8/29/2024
Date reviewed by Mayor & Town Commission: _____ Approved _____
Disapproved _____



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

Item 1.

AGENDA ITEM TITLE:	RECOGNITION, PLAQUE AND GIFT BASKET TO DUNDEE ELEMENTARY ACADEMY
SUBJECT:	Town Commission will present a recognition award to Dundee Elementary Academy for being an “A” school. Accepting the award and a gift basket for her staff is the Principal at Dundee Elementary Academy, Dr. Lana Tatom Headley.
STAFF ANALYSIS:	<p>Dundee Elementary Academy, home of the owl, prides itself on preparing students to excel in a global society. Founded in 1976, the school is now a magnet school for grades PreK-5. DEA's history includes many families who have had multiple generations attend the school - and each is a shining example of the school's impact and heritage. Through its history, DEA has strived to create and nurture a culture of excellence and high expectations.</p> <p>In the 23-24 school year, DEA earned a school grade of an “A,” which is an improvement from last year’s school grade of a “B,” which was an improvement from the 21-22 school grade of a “C.” Town staff recognizes the dedication, creativity, and hard work that it takes to accomplish this type of growth and improvement and congratulates Principal Headley for her leadership.</p>
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	None
ATTACHMENTS:	None



With Our Greatest Appreciation to
Dundee Elementary Academy

In Recognition for Your

“A” School Grade

and Dedication to your Students

Town of Dundee, Florida

Mayor and Commissioners

September 2024



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE: RECOGNITION, PLAQUE AND GIFT BASKET TO DUNDEE RIDGE MIDDLE ACADEMY

SUBJECT: Town Commission will present a recognition award to Dundee Ridge Academy for being a “B” school. Accepting the award and a gift basket for her staff is the Principal at Dundee Ridge Academy, Ms. Stacy Gideons.

STAFF ANALYSIS: Dundee Ridge Academy is a school of excellence that values diverse cultures and individual uniqueness. They are committed to preparing students for the challenges of tomorrow; by fostering a safe, self-motivating, creative learning environment enhanced by higher standards of achievement from a professional and dedicated staff.

In the 23-24 school year, DRA earned a school grade of a “B” for the second year in a row. Town staff recognizes the dedication, consistent care, and hard work that it takes to accomplish this type of sustained success and congratulates Principal Gideons for her leadership.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: None

ATTACHMENTS: None



With Our Greatest Appreciation to
Dundee Ridge Middle Academy

In Recognition for Your

“B” School Grade

and Dedication to your Students

Town of Dundee, Florida

Mayor and Commissioners

September 2024



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE:	RECOGNITION, RESIDENTIAL BEAUTIFICATION AWARD
SUBJECT:	The Tree Board selected the next Residential Beautification Award Winners – Frank and Amy Pasta of 1602 Ellington Drive.
STAFF ANALYSIS:	<p>Dundee’s Beautification program recognizes our communities’ residents and businesses who make Dundee a more beautiful place to live by creating and maintaining beautiful landscaping. Projects may include elements that show civic pride or simply improve buildings and structures, such as decks, shutters, or planter boxes.</p> <p>The Beautification Award is open to any home or business in Dundee. Properties must comply with the Town’s Code of Ordinances. The Community Beautification Award program is administered by Dundee’s Tree Board. Beautification nominations are reviewed two times each year – in February and August. The Tree Board evaluates properties and determines the winners.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	None
ATTACHMENTS:	Pictures of the Winning Yard for August 2024

Item 3.







Mayor's Statement

State Law requires the first substantive issue to be discussed at this hearing is the percentage increase in the millage over the rolled back rate and the reasons ad valorem taxes are being increased. The Town of Dundee's proposed operating millage is **7.9000 mills** which is **6.21%** more than the rolled back rate of **7.4381** mills. The ad valorem proceeds resulting from the difference between the proposed rate and the rolled back rate will be used to offset increased operating expenses of the Town.



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** RESOLUTION 24-20, ADOPTION OF TENTATIVE MILLAGE RATE FY 2024 - 2025
- SUBJECT:** The Town Commission will consider and take public comment on the tentative millage rate for Fiscal Year 2024 – 2025.
- STAFF ANALYSIS:** The Public Hearing will be advertised in accordance with the Florida Statutes regarding the method of fixing tax millage. This Public Hearing is the first of two required Public Hearings with the second scheduled for September 24, 2024, at 6:30pm.
- Revenues from ad-valorem taxes for FY 24 – 25 are estimated at \$381,183,083 and are based upon the proposed millage rate of 7.9000, which is greater than the “rolled-back” rate of 7.4381 mills by 6.21%.
- Tentative Millage Rate Calculation
 $\$381,183,083 \times 0.0079000 = \$3,001,3462$ (95%=\$2,860,779.00)
- “Rolled-back” Rate Calculation
 $\$381,183,083 \times 0.0074381 = \$2,835,289$ (95%=\$2,693,524.00)
- FISCAL IMPACT:** NONE
- STAFF RECOMMENDATION:** Approval of Resolution 24-20 adopting the tentative millage rate for FY 2024 – 2025
- ATTACHMENTS:** Resolution 24-20

RESOLUTION 24-20

**A RESOLUTION OF THE TOWN OF DUNDEE
POLK COUNTY, FLORIDA ADOPTING THE
TENTATIVE LEVYING OF AD VALOREM
TAXES FOR THE TOWN OF DUNDEE, POLK
COUNTY, FLORIDA, FOR FISCAL YEAR 2024
– 2025 PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town of Dundee of Polk County, Florida on September 10, 2024, adopted Fiscal Year Tentative Millage Rates following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Town of Dundee, Polk County, Florida, has been certified by the County Property Appraiser to the Town of Dundee as 381,183,083.

NOW, THEREFORE, BE IT RESOLVED by the Town of Dundee, Polk County, Florida, that:

1. The FY 2024 – 2025 operating millage rate is 7.9000 mills, which is greater than the rolled Back rate of 7.4381 mills by 6.21%.
2. The voted debt service millage is zero (0).
3. The Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 10th day of September 2024. Time Adopted _____ P.M.

TOWN OF DUNDEE, FLORIDA

Sam E. Pennant, Mayor

ATTEST:

Lita O’Neill, Town Clerk

APPROVED AS TO FORM:

Seth Claytor, Assistant Town Attorney



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

Item 5.

Rule 12D-16.002
 Florida Administrative Code
 Effective 11/12

Year : 2024	County : Polk
Principal Authority : Town of Dundee	Taxing Authority : Town of Dundee - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	342,635,275	(1)
2.	Current year taxable value of personal property for operating purposes	\$	38,547,808	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	381,183,083	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	4,603,525	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	376,579,558	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	354,562,937	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :	
	Electronically Certified by Property Appraiser	7/1/2024 9:31:15 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	7.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	2,801,047	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	2,801,047	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	376,579,558	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	7.4381	per \$1000	(16)
17.	Current year proposed operating millage rate	7.9000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,011,346	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
--	---	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	2,801,047	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		7.4381 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	2,835,278	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	3,011,346	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		7.9000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		6.2100 %	(27)

First public budget hearing	Date : 9/10/2024	Time : 6:30 PM EST	Place : 202 E Main Street Dundee 33838
------------------------------------	---------------------	-----------------------	---

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

NOTICE OF PROPOSED TAX INCREASE
CALACULATION GUIDELINES

For **2024-2025**

This is the formular for the next year advertisement
For **2023-2024** from last year Final Certified DR-420

1. Look At Previous Years DR Form 420 Line 25.
This Number is Used For Letter A
Initially Proposed Tax Levy

2023 DR 420 Line 25 Dollar Figure **2,772,602.00**

2. Look At Current Years DR 420 Line 11 **2,801,047.00**
This Number is Used For Letter C
Actual Property Tax Levy

Line A	Less	Line C	=	Line B
2,772,602.00	-	2,801,047.00		(28,445.00)

3. Line B Less Tax Reductions Due To Value Adjustment Board **(28,445.00)**

4. This Years Proposed Tax Levy Take Current
Year's DR 420 Line 4 For And Multiply Times
Tentatively Adopted Millage Rate

381,183,083	X	0.007900	\$	3,011,346	X	95%	\$	2,860,779
381,183,083	X	0.0074381	\$	2,835,289	X	95%	\$	2,693,524

Last Year's Property Tax Levy	
A. Initially Proposed Levy	2,772,602.00
B Less Tax Reductions Value Adjustment Board	(28,445.00)
C. Actual Property Tax Levy	2,744,157.00
D. This Years's Proposed Tax Levy	3,011,346.00



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

Item 6.

AGENDA ITEM TITLE:	RESOLUTION 24-21, ADOPTION OF FINAL BUDGET FY 2024 – 2025
SUBJECT:	The Town Commission will consider and take public comment on the final budget for Fiscal Year 2024 – 2025.
STAFF ANALYSIS:	<p>This Public Hearing is the second of two required Public Hearings with the first being held on September 10, 2024 at 6:30pm.</p> <p>Revenues from ad-valorem taxes for the FY 24 – 25 are estimated at 381,183,083 and are based upon the proposed millage rate of 7.9000, which is greater than the “rolled-back” rate of 7.4381 mills by 6.21%.</p> <p>The tentative budget for the Town of Dundee, FL is <u>\$14,024,068</u>.</p>
FISCAL IMPACT:	NONE
STAFF RECOMMENDATION:	Approval of Resolution 24-21 adopting the tentative budget for Fiscal Year 2024 – 2025
ATTACHMENTS:	Resolution 24-21 2024 – 2025 Budget Summary

RESOLUTION 24-21

**A RESOLUTION OF THE TOWN OF DUNDEE
POLK COUNTY, FLORIDA, ADOPTING THE
TENTATIVE BUDGET FOR FISCAL YEAR 2024-
2025; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the tentative budget of the Town of Dundee, Florida, Fiscal Year commencing October 1, 2024, on file in the Office of the Town Clerk, is hereby adopted by reference as the official budget of the Town of Dundee, Florida, for Fiscal Year 2024 – 2025.

WHEREAS, the Town of Dundee, Polk County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2024 – 2025 in the amount of \$14,024,068.00.

NOW, THEREFORE, BE IT RESOLVED, by the Town of Dundee, Polk County, Florida, that:

1. The Fiscal Year 2024 – 2025 Tentative Budget be adopted.
2. This Resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 10th day of September 2024. Time Adopted _____ P.M.

TOWN OF DUNDEE, FLORIDA

Sam E. Pennant, Mayor

ATTEST:

Lita O’Neill, Town Clerk

APPROVED AS TO FORM

Seth Claytor, Assistant Town Attorney

BUDGET SUMMARY - FISCAL YEAR 2024-2025						
TOWN OF DUNDEE						
General fund	7.9000					
Voted fund	0					
ESTIMATED REVENUES:	General Fund	Impact Fee Fund	Fire Special Fund	Enterprise Fund	Total Budget	
TAXES: Millage 7.9000 per \$1,000						
Ad Valorem Taxes	\$ 3,011,346			\$ -	\$ 3,011,346	
Local Option, Use, & Fuel Taxes	\$ 285,040			\$ -	\$ 285,040	
Utility Services Taxes	\$ 962,493			\$ -	\$ 962,493	
Communication Services Taxes	\$ 151,760			\$ -	\$ 151,760	
Local Business Taxes				\$ -	\$ -	
Other General Taxes				\$ -	\$ -	
Permits Fees	\$ 488,379			\$ -	\$ 488,379	
Franchise Fees	\$ 399,000			\$ -	\$ 399,000	
Impact Fee		\$ 1,306,084		\$ -	\$ 1,306,084	
Special Assessment			\$ 255,469	\$ 180,000	\$ 435,469	
Intergovernmental Revenues	\$ 314,668			\$ 2,526,306	\$ 2,840,974	
Charges for Service	\$ 180,450			\$ 3,219,885	\$ 3,400,335	
Judgement Fines and Forfeitures	\$ 17,500			\$ 86,000	\$ 103,500	
Miscellaneous Revenues	\$ 30,250			\$ -	\$ 30,250	
Other Sources	\$ -			\$ -	\$ -	
TOTAL SOURCES:	\$ 5,840,886	\$ 1,306,084	\$ 255,469	\$ 6,012,191	\$ 13,414,630	
Transfers In:		\$ -	\$ 609,438		\$ 609,438	
Fund Balances/Reserves/Net Assets					\$ -	
TOTAL REVENUES, TRANSFERS, AND BALANCES:	\$ 5,840,886	\$ 1,306,084	\$ 864,907	\$ 6,012,191	\$ 14,024,068	
ESTIMATED EXPENDITURE/EXPENSES:						
Administration	\$ 1,074,017	\$ -	\$ -	\$ -	\$ 1,074,017	
Public Safety	\$ 1,046,718	\$ -	\$ 781,407	\$ -	\$ 1,828,125	
Culture/Recreation	\$ 607,683	\$ -	\$ -	\$ -	\$ 607,683	
Development Services	\$ 924,925	\$ -	\$ -	\$ -	\$ 924,925	
Transportation	\$ 715,800	\$ -	\$ -	\$ -	\$ 715,800	
Water		\$ -	\$ -	\$ 1,020,607	\$ 1,020,607	
Wastewater		\$ -	\$ -	\$ 609,880	\$ 609,880	
Sanitation		\$ -	\$ -	\$ 462,303	\$ 462,303	
Stormwater		\$ -	\$ -	\$ 272,130	\$ 272,130	
Other Charges	\$ 11,074	\$ -	\$ -	\$ 50,000	\$ 61,074	
Capital Outlay	\$ 357,500	\$ 861,644	\$ 17,000	\$ 2,894,306	\$ 4,130,450	
Debt Service	\$ 212,876	\$ -	\$ 66,500	\$ 333,213	\$ 612,589	
TOTAL EXPENDITURES	\$ 4,950,593	\$ 861,644	\$ 864,907	\$ 5,642,439	\$ 12,319,583	
Transfers Out	\$ 609,438			\$ -	\$ 609,438	
Fund Balances/Reserve/Net Assets	\$ 280,855	\$ 444,440		\$ 369,752	\$ 1,095,047	
TOTAL APPROPRIATED EXPENDITURES	\$ 5,840,886	\$ 1,306,084	\$ 864,907	\$ 6,012,191	\$ 14,024,068	
TRANSFERS, RESERVES and BALANCES:	\$ 5,840,886	\$ 1,306,084	\$ 864,907	\$ 6,012,191	\$ 14,024,068	
The Tentative, adopted and/or final budgets are on file in the office of the above referenced taxing authority as a public record.						



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** RESOLUTION 24-18, STORMWATER UTILITY FEE ROLL CERTIFICATION
- SUBJECT:** The Town Commission will consider the certification of the roll for the Town’s Stormwater Utility and may consider any appeals from the public.
- STAFF ANALYSIS:**
- In 2003, the Town Commission created the Town’s Stormwater Utility and enacted Ordinance 03-22 which authorizes the imposition of Stormwater fees on residents for Stormwater services, facilities, and programs.
- In FY 2018-19, the Town Commission had a utility rate study conducted by Raftelis Engineers that recommended changes to the rates for Stormwater Utility Fees. The Town Commission adopted the recommended changes to the stormwater rates in Ordinance #19-02, setting a rate of \$34.50/EDU.
- On July 9, 2024, the Town Commission adopted Preliminary Stormwater Resolution 24-12 and provided time for the public to inspect and review the roll. Mailed notices were provided to landowners pursuant to Florida Law.
- Resolution 24-18 is the culmination of the fee change process and certifies the final roll for stormwater utility fees to be collected via the tax bill for FY 2024 - 2025.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Approval of Resolution 24-18 certifying the stormwater utility fee roll for FY 2024 - 2025
- ATTACHMENTS:** Resolution #24-18 – Stormwater Utility Fee Certification

RESOLUTION NO. 24 - 18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE REIMPOSITION OF STORMWATER FEES WITHIN THE TOWN OF DUNDEE, FLORIDA; PROVIDING AUTHORITY; PROVIDING FOR DEFINITIONS AND INTERPRETATION; PROVIDING FOR COMPLIANCE WITH THE UNIFORM ASSESSMENT COLLECTION ACT; REIMPOSING STORMWATER FEES AGAINST PROPERTY LOCATED WITHIN THE TOWN OF DUNDEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND CONFIRMING THE RATE; APPROVING THE FINAL ROLL; CONFIRMING AND SUPPLEMENTING THE PRELIMINARY RESOLUTION; PROVIDING FOR EFFECT OF ANNUAL RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee, Florida, (Town) enacted Ordinance No. 03-22 (Ordinance), subsequently amended and codified as Chapter 44, Article VIII of the Code of Ordinances of the Town of Dundee, Florida (“Code”) which authorizes the imposition of Stormwater Fees for stormwater services, facilities, and programs on property located within the Town; and

WHEREAS, the Town has previously imposed a Stormwater Fee for stormwater management services, facilities, and programs each fiscal year as an equitable and efficient method of funding such services and programs; and

WHEREAS, the Town desires to reimpose a Stormwater Fee within the Town using the procedures provided by the Code and Florida Statutes §403.0893 and §197.3632, including use of the tax bill collection method for the Fiscal Year beginning on October 1, 2024; and

WHEREAS, the Town Commission, on July 9, 2024, adopted Resolution No. 24-12 (“2024 Preliminary Stormwater Resolution”) confirming the stormwater rate, directing the updating and preparation of the Roll, and provision of published notice and mailed notice; and

WHEREAS, the updated Roll has heretofore been made available for inspection by the public; and

WHEREAS, notice of proposed stormwater fees and of the public hearing has been published and mailed as required by Florida Statutes; and

WHEREAS, a public hearing was held on September 10, 2024, and comments and objections of all interested persons have been heard and considered as required by the terms

of the Ordinance; and

WHEREAS, the Town Commission of the Town of Dundee, Florida deems it to be in the best interest of the citizens and residents of the Town to adopt this Annual Resolution.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of Chapter 44, Article VIII of the Code of Ordinances of the Town of Dundee, Florida (“Code”); all prior Preliminary Resolutions, as amended; all prior Annual Resolutions, as amended; the 2024 Preliminary Resolution (Resolution No. 24-12); and Florida Statutes Sections 403.0893, 197.3632, 166.021 and 166.041, and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the 2024 Annual Rate Resolution. All capitalized terms in this Resolution shall have the meanings defined in the Code, in all prior Preliminary and Annual Resolutions, as amended, and in this 2024 Annual Resolution.

Section 3. Compliance with the Uniform Assessment Collection Act. The Town Commission confirms that notice of the public hearing was published in accordance with Florida Statutes 197.3632. Proof of such advertising is attached as Exhibit A to this Resolution. The Town Commission confirms, in the event circumstances so require under the Uniform Assessment Collection Act, that the Town through the Polk County Property Appraiser has provided notice by mail to the Owner of each parcel billed a stormwater fee. The Town Commission hereby confirms that a public hearing was held at 6:30 p.m. on September 10, 2024, at the Town Commission Chambers, Town Hall, 202 E. Main Street, Dundee, Florida, at which time the Town Commission received and considered comments on the Stormwater Fees from the public and affected property owners and considered imposing Stormwater Fees for the Fiscal Year beginning October 1, 2024, and collecting such fees on the same bill as ad valorem taxes.

Section 4. Reimposition of Stormwater Fees.

(a) The Properties as described in the Final Roll, as updated and amended as needed and hereby approved, are hereby found to be benefited by the provision of the stormwater services, facilities, and programs, in the amount of the Stormwater Fee set forth in the updated Final Roll, a copy of which was present or available for inspection via electronic means at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Property within the Town will be benefited by the

Town's provision of stormwater services, facilities, and programs in an amount not less than the Stormwater Fee for such parcel. Adoption of this Annual Resolution constitutes a legislative determination that all Property derives benefits in a manner consistent with the legislative declarations, determinations and findings as set forth in the Chapter 44, Article VIII of the Code; the 2019 Report; all prior Preliminary and Annual Resolutions, as amended; and this 2024 Annual Resolution, from the stormwater services, facilities, or programs to be provided and a legislative determination that the Stormwater Fees are fairly and reasonably apportioned among all Property.

(b) The Stormwater Management Fee of \$34.50/EDU (minimum bill of 1 EDU/Property) shall be imposed against all Property included in the Final Roll as determined under the 2019 Report; Chapter 44, Article VIII of the Code, as amended; and associated Town resolutions detailing the determination of EDUs and related issues.

(c) Stormwater Fees adopted and imposed herein pursuant to the Code and Florida Statutes Sections 403.0893 and 197.3632 shall constitute a lien upon the Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid.

(d) The Final Roll, as herein approved, together with the correction of any errors or omissions, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Statute. The Mayor shall certify the Roll to the Polk County Tax Collector no later than September 15, 2024, using the certification form, or one substantially similar, attached hereto as Exhibit B

Section 5. Confirm and Supplement Preliminary Resolution. The 2024 Preliminary Stormwater Resolution, as may have been modified, supplemented, and amended herein, is hereby confirmed.

Section 6. Effect of Adoption of Annual Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment of stormwater costs to the Property, the method of apportionment, the stormwater rate, the Roll, the sufficiency of notice, and the levy and lien of the stormwater management fees), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of this Annual Rate Resolution.

Section 7. Conflict. That all resolutions or parts of resolutions related to the Stormwater Management Utility Fee that are in conflict with this Resolution are superseded and supplanted to the extent of such conflict.

Section 8. Severability. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be void, unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 9. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

INTRODUCED AND PASSED this _____ day of September, 2024.

TOWN OF DUNDEE

(SEAL)

By: _____
Sam Pennant, Mayor

Attest:

Lita O’Neill, Town Clerk

Approved as to form:

Town Attorney

EXHIBIT A

PROOF OF ADVERTISING

OF PUBLIC HEARING

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Town Of Dundee
Town Of Dundee
PO BOX 1000
DUNDEE FL 33838

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

08/19/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/19/2024

Keegan Cloran

Legal Clerk

[Signature]

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost: \$1152.40
Tax Amount: \$0.00
Payment Cost: \$1152.40
Order No: 10479723 # of Copies:
Customer No: 536488 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER FEES FOR FISCAL YEAR 2024-2025 BY THE TOWN OF DUNDEE, FLORIDA IN THE SAME MANNER AS NON-AD VALOREM ASSESSMENTS ON THE AD VALOREM TAX BILL

NOTICE IS GIVEN that the Town Commission of the Town of Dundee will conduct a public hearing to consider reimposing stormwater fees within the Town of Dundee collected on the ad valorem tax bill using the Uniform Assessment Collection Act for the provision of stormwater services within the Town of Dundee for the Fiscal Year beginning October 1, 2024.

The Public Hearing will be held at 6:30 P.M., or as soon as possible thereafter, on September 10, 2024, in the Town Commission Chambers, Town Hall, 202 E. Main Street, Dundee, Florida, 33838, for the purpose of receiving public comment on the proposed stormwater fees imposed pursuant to Florida Statutes 197.3632 and 404.0893. The stormwater fees will be collected on the ad valorem tax bill to be mailed in November 2024. Failure to pay the fees will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice and at the public hearing. Documents pertaining to the Town's stormwater fee and the proposed stormwater roll may be reviewed at the Town Clerk's Office, Monday – Friday 8:30 a.m. to 5:00 p.m. The adopted stormwater rate is:

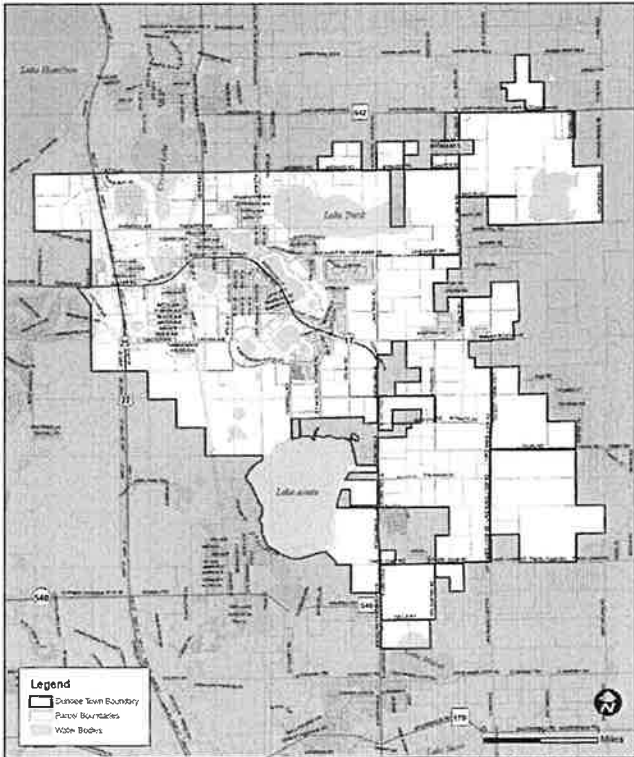
STORMWATER RATE \$34.50 per EDU (equivalent drainage unit) (minimum bill of 1 EDU)

If you have any questions, please contact the Town's Department of Finance at 863-438-8330, Monday through Friday between 8:00 a.m. and 5:00 p.m.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Please be advised that you must make your own arrangements to produce this record. The Town Commission of the Town of Dundee may continue the public hearing to the dates and times as it deems necessary. Any interested party shall be advised that the date, time and place of any continuation of this and/or any continued hearing may be announced during the hearing and that no further notices regarding this matter may be published.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, any person with disabilities needing special accommodations to participate in this proceeding should contact the Town Clerk's Office at least forty-eight (48) hours prior to the proceeding. The Town Clerk's Office is located in the Town Hall, 202 E. Main Street, Dundee, Florida, 33838; telephone 863-438-8330, Ext. 258; or email loneill@townofdundee.com.

TOWN OF DUNDEE TOWN LIMITS MAP



LL-40065070

EXHIBIT B

**FORM OF CERTIFICATE TO
STORMWATER UTILITY FEE ROLL**

**CERTIFICATE
TO STORMWATER UTILITY FEE ROLL**

I HEREBY CERTIFY that, I am _____, the (Mayor or Authorized Designee) of the Town Commission of the Town of Dundee, Florida (the "Town"); as such I have satisfied myself that all property included or includable on the roll for stormwater utility fees for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the stormwater utility fees attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with Section 403.0893, Florida Statutes and with the Uniform Assessment Collection Act, this certificate and the herein described Stormwater Roll will be delivered to the Polk County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Polk County Tax Collector and made part of the above described Stormwater Roll this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

By: _____

Title: _____

(To Be Delivered to Polk County Tax Collector
no later than Sept. 15, 2024)



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE: RESOLUTION 24-19, FIRE ASSESSMENT FEE ROLL CERTIFICATION FY 2024 – 2025

SUBJECT: The Town Commission will consider Resolution 24-19 Fire Assessment Fee Roll Certification for Fiscal Year 2024 – 2025

STAFF ANALYSIS: The Town of Dundee enacted Ordinance No. 22-18 to implement a Fire Protection Services Assessment program beginning October 01, 2022 in the 2022 – 2023 Fiscal Year.

On July 9, 2024 the Town Commission adopted Resolution 24-13, the Initial Assessment Resolution and provided time for the public to inspect and review the roll. Mailed notices were provided to landowners pursuant to Florida Law.

Resolution 24-19 is the culmination of the fee process and certifies the final roll for Fire Assessment fees to be collected via the tax bill for FY 2024 – 2025.

Residential Property Use Category	Rate Per Dwelling Unit
Residential	\$100.00
Non-Residential Use Categories	
Commercial	\$0.07
Industrial/Warehouse	\$0.01
Institutional	\$0.03
Vacant Land Property Use Category	
Vacant Property	\$9.00

FISCAL IMPACT: None

STAFF RECOMMENDATION: Approval of Resolution 24-19 certifying the fire assessment fee roll for FY 2024 – 2025

ATTACHMENTS: Resolution 24-19, Fire Assessment Fee Roll Certification FY 2024-2025

RESOLUTION NO. 24 – 19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE REIMPOSITION OF FIRE PROTECTION SERVICES ASSESSMENTS WITHIN THE TOWN OF DUNDEE, FLORIDA; PROVIDING AUTHORITY; PROVIDING FOR DEFINITIONS AND INTERPRETATION; PROVIDING FOR COMPLIANCE WITH THE UNIFORM ASSESSMENT COLLECTION ACT; REIMPOSING FIRE PROTECTION SERVICES ASSESSMENTS AGAINST PROPERTY LOCATED WITHIN THE TOWN OF DUNDEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND CONFIRMING THE RATES; APPROVING THE FINAL ROLL; CONFIRMING AND SUPPLEMENTING THE PRELIMINARY RESOLUTION; PROVIDING FOR EFFECT OF ANNUAL RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee, Florida, (Town) enacted Ordinance No. 22-18 (“Fire Assessment Ordinance” or “Ordinance”), codified as Chapter 22, Article IV of the Code of Ordinances of the Town of Dundee, Florida (“Code”) which authorizes the imposition of Fire Protection Services Assessments (“Fire Assessments”) for fire protection services, facilities, and programs on Assessed Property located within the Town; and

WHEREAS, the Town has previously imposed Fire Assessments for fire protection services, facilities, and programs as an equitable and efficient method of funding such services and programs; and

WHEREAS, the Town desires to reimpose Fire Assessments within the Town using the procedures provided by the Code and Florida Statutes §197.3632, including use of the tax bill collection method for the Fiscal Year beginning on October 1, 2024; and

WHEREAS, the Town Commission, on July 9, 2024, adopted Resolution No. 24-13 (“2024 Preliminary Fire Assessment Resolution”) confirming the Fire Assessment rates, directing the updating and preparation of the Roll, and provision of published notice and mailed notice; and

WHEREAS, the updated Roll has heretofore been made available for inspection by the public; and

WHEREAS, notice of proposed Fire Assessment rates and of the public hearing has been published and mailed as required by Florida Statutes; and

WHEREAS, a public hearing was held on September 10, 2024, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance; and

WHEREAS, the Town Commission of the Town of Dundee, Florida deems it to be in the best interest of the citizens and residents of the Town to adopt this Annual Resolution.

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

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Fire Assessment Ordinance (Chapter 22, Article IV of the Town of Dundee Code of Ordinances), the Fiscal Year 2024 Preliminary Resolution (Resolution No. 24-13); the Initial and Final Resolutions, as amended; and Florida Statutes Sections 197.3632, 166.021 and 166.041, and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the 2024 Annual Rate Resolution. All capitalized terms in this Resolution shall have the meanings defined in the Code, in the Initial and Final Resolutions, as amended, the 2024 Preliminary Resolution, and this 2024 Annual Resolution.

Section 3. Compliance with the Uniform Assessment Collection Act. The Town Commission confirms that notice of the public hearing was published in accordance with Florida Statutes 197.3632. Proof of such advertising is attached as Exhibit A to this Resolution. The Town Commission confirms, in the event circumstances so require under the Uniform Assessment Collection Act, that the Town through the Polk County Property Appraiser has provided notice by mail to the Owner of each parcel billed a Fire Assessment. The Town Commission hereby confirms that a public hearing was held at 6:30 p.m. on September 10, 2024, at the Town Commission Chambers, Town Hall, 202 E. Main Street, Dundee, Florida, at which time the Town Commission received and considered comments on the Fire Assessments from the public and affected property owners and considered imposing Fire Assessments for the Fiscal Year beginning October 1, 2024, and collecting such assessments on the same bill as ad valorem taxes.

Section 4. Reimposition of Fire Assessments.

(a) The Properties as described in the Final Roll, as updated and amended as needed and hereby approved, are hereby found to be benefited by the provision of the fire protection services, facilities, and programs, in the amount of the Fire Assessments set forth in the updated Final Roll, a copy of which was present or available for inspection via electronic means at the

above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Property within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Assessment for such parcel. Adoption of this Annual Resolution constitutes a legislative determination that all Property derives benefits in a manner consistent with the legislative declarations, determinations and findings as set forth in Article IV of the Code; the Initial and Final Resolutions, as amended; the 2024 Preliminary Resolution, as amended; and this 2024 Annual Resolution, from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Assessments are fairly and reasonably apportioned among all Property.

(b) The Fire Assessment rates shown in this section shall be imposed against all Property included in the Final Roll. It is hereby determined and declared that the Fire Assessment rates for FY2024-25 shall be:

Fire Protection Services Assessment Rates	
Residential Property Use Category	Rate Per Dwelling Unit
Residential	\$100.00
Non-Residential Property Use Category	Rate Per Square Foot
Commercial	\$0.07
Industrial/Warehouse	\$0.01
Institutional	\$0.03
Vacant Land Property Use Category	Rate Per Parcel
Vacant Property	\$9.00

(c) Fire Assessments adopted and imposed herein pursuant to the Code, this Annual Resolution, and Florida Statutes Section 197.3632 shall constitute a lien upon the Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid.

(d) The Final Roll, as herein approved, together with the correction of any errors or omissions, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Statute. The Mayor shall certify the Roll to the Polk County Tax Collector no later than September 15, 2024, using the certification form, or one substantially similar, attached hereto as Exhibit B.

Section 5. Confirm and Supplement Preliminary Resolution. The 2024 Fire Assessment Preliminary Resolution, as may have been modified, supplemented, and amended herein, is hereby confirmed.

Section 6. Effect of Adoption of Annual Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment of fire protection services, facilities and program costs to the Property, the method of apportionment, the Fire Assessment rates, the Roll, the sufficiency of notice, and the levy and lien of the Fire Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of this Annual Rate Resolution.

Section 7. Conflict. That all resolutions or parts of resolutions related to the Fire Protection Services Assessments that are in conflict with this Resolution are superseded and supplanted to the extent of such conflict.

Section 8. Severability. That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be void, unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 9. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

INTRODUCED AND PASSED this _____ day of September, 2024.

TOWN OF DUNDEE

(SEAL)

By: _____
Sam Pennant, Mayor

Attest:

Lita O'Neill, Town Clerk

Approved as to form:

Town Attorney

EXHIBIT A

PROOF OF ADVERTISING

OF PUBLIC HEARING

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Town Of Dundee
Town Of Dundee
PO BOX 1000
DUNDEE FL 33838

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

08/19/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/19/2024

Keegan Moran
Legal Clerk

Michelle T. [Signature]
Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost: \$1152.40
Tax Amount: \$0.00
Payment Cost: \$1152.40
Order No: 10479720 # of Copies: 1
Customer No: 536488
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF FIRE SERVICES PROTECTION ASSESSMENTS FOR FISCAL YEAR 2024-25 BY THE TOWN OF DUNDEE, FLORIDA, ON THE AD VALOREM TAX BILL PURSUANT TO FLORIDA STATUTES SECTION 197.3632

NOTICE IS GIVEN that the Town Commission of the Town of Dundee will conduct a public hearing to consider reimposing Fire Protection Services Assessments within the Town of Dundee to be collected on the ad valorem tax bill pursuant to the Uniform Assessment Collection Act for the provision of fire protection services within the Town of Dundee for the Fiscal Year beginning October 1, 2024.

The Public Hearing will be held at 6:30 P.M., or as soon as possible thereafter, on September 10, 2024, in the Town Commission Chambers, Town Hall, 202 E. Main Street, Dundee, Florida, 33838, for the purpose of receiving public comment on the proposed fire protection service assessments to be collected pursuant to Florida Statutes 197.3632. The fire protection services assessments will be collected on the ad valorem property tax bill to be mailed in November 2024. Failure to pay the fees will cause a tax certificate to be issued against the property, which may result in a loss of title (ownership) of one's real property. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice and at the public hearing. Documents pertaining to the Town's proposed fire protection services assessment roll may be reviewed at the Town Clerk's Office, Monday – Friday 8:30 a.m. to 5:00 p.m.

The proposed fire protection services assessment rates for Fiscal Year 2024-25 are:

Proposed Fire Protection Services Assessment Rates	
Residential Property Use Category	Rate Per Dwelling Unit
Residential	\$100.00
Non-Residential Property Use Category	Rate Per Square Foot
Commercial	\$0.07
Industrial/Warehouse	\$0.01
Institutional	\$0.03
Vacant Land Property Use Category	Rate Per Parcel
Vacant Property	\$9.00

If you have any questions, please contact the Town's Department of Finance at 863-438-8330, Monday through Friday between 8:00 a.m. and 5:00 p.m.

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Please be advised that you must make your own arrangements to produce this record. The Town Commission of the Town of Dundee may continue the public hearing to the dates and times as it deems necessary. Any interested party shall be advised that the date, time and place of any continuation of this and/or any continued hearing may be announced during the hearing and that no further notices regarding this matter may be published.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, any person with disabilities needing special accommodations to participate in this proceeding should contact the Town Clerk's Office at least forty-eight (48) hours prior to the proceeding. The Town Clerk's Office is located in the Town Hall, 202 E. Main Street, Dundee, Florida, 33838; telephone 863-438-8330, Ext. 258; or email ljoneill@townofdundee.com.

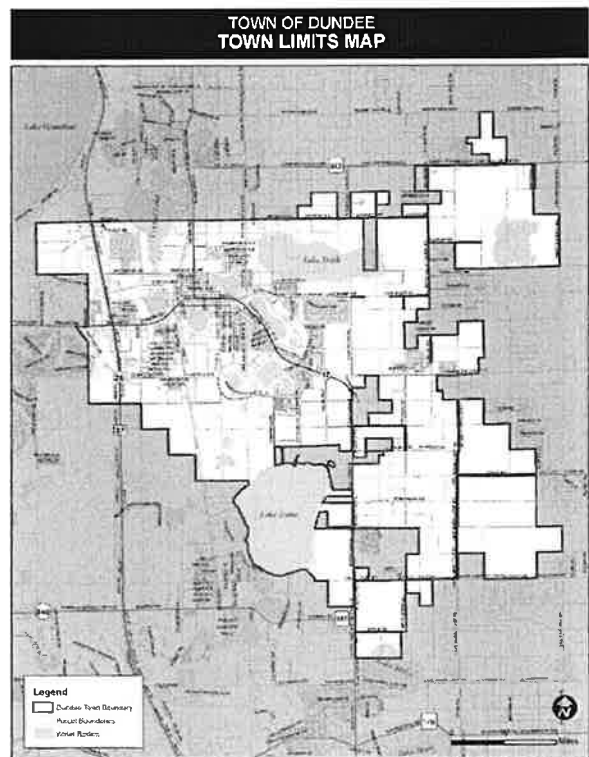


EXHIBIT B

**FORM OF CERTIFICATE TO
FIRE PROTECTION SERVICES ASSESSMENT ROLL**

**CERTIFICATE TO
FIRE PROTECTION SERVICES ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am _____, the (Mayor or Authorized Designee) of the Town Commission of the Town of Dundee, Florida (the "Town"); as such I have satisfied myself that all property included or includable on the roll for fire protection services assessments for the Town is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the fire protection services assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Fire Protection Services Assessment Roll will be delivered to the Polk County Tax Collector by September 15, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Polk County Tax Collector and made part of the above described Fire Protection Services Assessment Roll this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

By: _____

Title: _____

(To Be Delivered to Polk County Tax Collector
no later than Sept. 15, 2024)



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

-
- AGENDA ITEM TITLE:** RESOLUTION 24-22, CONCURRENCY MANAGEMENT
- SUBJECT:** The Town Commission will consider approval of Resolution 24-22
- STAFF ANALYSIS:** As part of our Concurrency Management system, we must monitor and manage our existing infrastructure in our system to assure our level of service requirement and infrastructure capacity will be available concurrently with the increase demand brought upon by new development and growth.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval of Resolution 24-22
- ATTACHMENTS:** Resolution 24-22

RESOLUTION NO. 24-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; RATIFYING THE ADOPTION OF THE TOWN OF DUNDEE TOWNWIDE TRAFFIC ANALYSIS AND ADEQUACY DETERMINATION TECHNICAL REPORT, JUNE 2023; APPROVING THE TOWN OF DUNDEE TOWNWIDE TRAFFIC ANALYSIS AND ADEQUACY DETERMINATION TECHNICAL REPORT, JUNE 2023, AS THE TOWN OF DUNDEE CONCURRENCY MANAGEMENT SYSTEM FOR TRANSPORTATION; 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 (“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, pursuant to Section 6.01.04 of the Town of Dundee Land Development Code (“LDC”), all development proposals exceeding the established service demand levels shall not be processed; and

WHEREAS, pursuant to Section 6.01.07.01 of the LDC, the adequacy of the Town of Dundee Road Network shall be evaluated according to conditions at the time the development plan or building permit is approved; and

WHEREAS, Section 6.01.07.01 of the LDC provides that any proposed development shall be required to address the adequacy of the Town of Dundee Road Network as it relates to the projected traffic volumes generated by the subject development; and

WHEREAS, pursuant to Section 6.01.08 of the LDC, the Town of Dundee Concurrency Management System shall be monitored and updated annually; and

WHEREAS, pursuant to Section 6.01.08 of the LDC, development approved based on service capacities presumed to be available shall not be permitted to proceed until a method to mitigate any deficiency has been approved; and

WHEREAS, pursuant to Section 6.01.08 of the LDC, the Town of Dundee Concurrency Management System shall be approved by resolution of the Town Commission on the first regularly scheduled meeting of the Town Commission in September of each year; and

WHEREAS, Section(s) 6.01.08 and 6.01.10 of the LDC provide, in pertinent part, for mitigation options in order for development projects to proceed when there is a deficiency and/or lack of capacity to service a proposed development project; and

WHEREAS, based on the most recent and localized data, the Town projects that it will experience 94.4% of its residential growth between 2022 and 2035; and

WHEREAS, based on the most recent and localized data which includes, but is not limited to, revised and updated socioeconomic data, the Town anticipates gaining 4,519 single family residential units between 2022 and 2045 which represents an estimated population growth of approximately 13,799 residents; and

WHEREAS, in an effort to improve and strengthen the Town's transportation network for both residential and commercial development, the Town entered into an agreement with ESRP Corporation ("ESRP") to perform a comprehensive transportation study which includes, but is not limited to, the Town of Dundee Townwide Traffic Analysis and Adequacy Determination Technical Report, June 2023 (the "Transportation Plan"), in order to clarify, identify, and plan for transportation improvements necessitated by and/or through concurrency management for transportation, substandard infrastructure, and new growth within the corporate limits of the Town; and

WHEREAS, the Transportation Plan clarifies, identifies, and prioritizes necessary improvements to the Town's existing transportation system infrastructure in order to facilitate and enable development while meeting current and projected transportation needs; and

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

WHEREAS, on June 15, 2023, the Town of Dundee Planning and Zoning Board ("Board"), serving as the Local Planning Agency designated by the Town, held a duly advertised public meeting in order to obtain public comment on and/or for the Transportation Plan; and

WHEREAS, on June 28, 2023, Governor Ron DeSantis signed CS/CS/SB 250 (2023) (the "Natural Emergency Bill") into law as Chapter 2023-24, Laws of Florida, which provided for, amongst others, new rules for comprehensive plan amendments, land development regulations, and development order processing; and

WHEREAS, the Natural Emergency Bill provided for, in pertinent part, that a county or municipality located partially or entirely within 100 miles of where either Hurricane Ian and Hurricane Nicole made landfall shall not propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2024, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and *void ab initio*; and

WHEREAS, pursuant to the Natural Emergency Bill, the new rules related to the proposition or adoption of more restrictive or burdensome procedures are applicable retroactively to September 28, 2022; however, any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted

by a county or municipality before or after the effective date of this section may be enforced if: (a) the associated application is *initiated by a private party other than the county or municipality*; or (b) the *property* that is the subject of the application *is owned by the initiating private party*; and **WHEREAS**, Section(s) 6.01.07, 6.01.08 and 6.01.10 of the LDC were approved and enacted by the Town Commission prior to September 28, 2022; and

WHEREAS, the Transportation Plan (see **Exhibit “A”**) is intended to provide clarification and information for the purpose of aiding and facilitating the orderly expansion, operation, and maintenance of the Town’s transportation facilities and to prepare annual budgets for capital improvements related thereto; and

WHEREAS, the Transportation Plan (see **Exhibit “A”**) provides for an updated concurrency management system for transportation which includes several components and/or elements which includes, but is not limited to, creation and implementation of a townwide thoroughfare network, townwide functional classification for roadway segments, and creates and implements an estimated amount of network-segment capacity for new development(s) constructed within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on June 27, 2023, the Town Commission, at a duly noticed public meeting, adopted Resolution No. 23-11 which approved the Transportation Plan (see **Exhibit “A”**); and

WHEREAS, in the exercise of its legislative authority, the Town Commission hereby ratifies and approves its adoption of Resolution No. 23-11 and the Town of Dundee Transportation Plan, June 2023, incorporated herein as **Exhibit “A”**, which is known as the Town of Dundee Transportation Plan and included as data and analysis to support the unprecedented residential and commercial growth 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 factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. RATIFICATION AND ADOPTION. The Town Commission of the Town of Dundee, Florida, hereby ratifies and approves its adoption of Resolution No. 23-11 and the Town of Dundee Townwide Traffic Analysis and Adequacy Determination Technical Report, June 2023 (the “Transportation Plan”), as attached hereto and made a part hereof as **Exhibit “A”**. Pursuant to Section 6.01.08 of the Town of Dundee Land Development Code, the Town Commission further approves the Transportation Plan (see **Exhibit “A”**) as the Town of Dundee Concurrency Management System for Transportation.

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 held meeting of the Town Commission of the Town of Dundee, Florida assembled on the 10th day of September, 2024.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Lita O’Neill

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, ORDINANCE 24-09, MORATORIUM

SUBJECT: MORATORIUM

STAFF ANALYSIS: The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5(e) of this Ordinance and obtain the proper and necessary increases to the Town’s public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.

STAFF Staff recommends approval

RECOMMENDATION:

ATTACHMENTS: Ordinance 24-09

ORDINANCE NO. 24-09

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ENACTING THE PENDING ORDINANCE DOCTRINE AND ESTABLISHING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ANNEXATIONS, REZONINGS, BUILDING PERMITS, PLANNED DEVELOPMENTS, MASTER PLANNED COMMUNITIES, DEVELOPMENT ORDER(S), AND DEVELOPMENT PERMIT(S); PROVIDING EXEMPTIONS; PROVIDING FOR VESTED RIGHTS AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; 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, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, pursuant to Section 6.01.07.04 of the Town of Dundee Land Development Code (LDC), the Town is the sole provider of water utility service(s) within its Chapter 180, Florida Statutes, Utility Service Area (the "USA") and all new development is required to connect to the Town of Dundee Water System; and

WHEREAS, the Town of Dundee continues to experience substantial residential growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and conditional uses for residential development(s) over one (1) acre resulting in significant increased demand for Town-provided potable water; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers

and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, on March 12, 2024, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the “Town Commission”) approved RFQ 24-01 for municipal planning and revisioning services (the “RFQ”); and

WHEREAS, the RFQ authorized qualified consultants, pursuant to the *Master Continuing Professional Consulting Agreement For Professional Planning and Visioning Services* entered into between the Town and consultant(s), to assist the Town with amending its 2030 Comprehensive Plan, updating the Town of Dundee Land Development Code to implement any adopted comprehensive plan amendments, and assist the Town with planning for the impacts of unprecedented growth and new residential development(s); and

WHEREAS, due to the historically high number of proposed and/or approved new residential development projects within the boundaries of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity allowed under the Town’s current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD); and

WHEREAS, on August 23, 2022, at a duly noticed public meeting of the Town Commission, the Town Commission considered and approved the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida* (the “Interconnect Agreement”); and

WHEREAS, pursuant to the Interconnect Agreement and subject to availability, in order for the Town to meet its existing need for potable water, the City of Winter Haven agreed to provide **0.5 MGD** of potable water to the Town during the term of the Interconnect Agreement; and

WHEREAS, in accordance with the Interconnect Agreement, the Town engaged the Chastain-Skillman, Inc. engineering firm to prepare conceptual construction plans (the “Concept Plans”) for the design and construction of the interconnect facilities which included, but were not limited to, the Town of Dundee Potable Water Main Interconnect Layout and Construction Plans for the Town of Dundee Potable Water Interconnect; and

WHEREAS, on September 27, 2023, the Town engaged CHA Consulting, Inc. (“CHA”) for engineering services to evaluate the capacity of the high service pump station at the Town’s Riner Water Treatment Plant for purposes of constructing the potable water interconnect with the City of Winter Haven and perform a comprehensive evaluation of the Town’s water distribution network related to the Town’s Riner Water Treatment Plant in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of

the Town; and

WHEREAS, on February 27, 2024, at a duly noticed public meeting, the Town Commission passed and adopted Resolution No. 24-02 accepting and approving the CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, dated January 9, 2024; and

WHEREAS, on June 25, 2024, at a duly noticed public meeting, the Town Commission considered and approved the *Interlocal Agreement For Potable Water and Wastewater Utility Services* for a proposed mobile home development (Cypress Creek Village Phase V) within the Town's municipal limits (the "Interlocal Agreement") between the Town and City of Winter Haven, Florida; and

WHEREAS, on the effective date of the Interlocal Agreement, the Town did not have sufficient allocable potable water capacity to provide the necessary potable water utility service(s) for the *Cypress Creek Village Phase V* development; and

WHEREAS, pursuant to the Interlocal Agreement, in order to ensure that utility facilities and service(s) needed to support the *Cypress Creek Village Phase V* development located within the Town's corporate limits are available, the City of Winter Haven agreed to provide extra-jurisdictional utility services for the *Cypress Creek Village Phase V* development; and

WHEREAS, SWFWMD regulates, through the issuance of a WUP, the amount of water the Town is permitted to provide to users of the Town's potable water supply; and

WHEREAS, the Town of Dundee has applied for an expansion of its public supply WUP and that application is under review by SWFWMD; and

WHEREAS, beginning in or about September 2022, the Town has processed and approved certain application(s) for development order(s) and/or development permit(s) which include, but are not limited to, conditional Certified Subdivision Plan (CSP) approvals for residential development(s); and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a *Concurrency Developer's Agreement* has been required as a condition of approval for any CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable potable water capacity; (2) detail the necessary expansion of the Town's potable water treatment facilities in order to serve the proposed development; and (3) detail the terms and conditions under which the Town will provide potable water utility service(s); and

WHEREAS, the *Concurrency Developer's Agreement(s)* also clearly and unequivocally identifies that the Town does not presently have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the

proposed residential development and, for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission, the conditional CSP approval will not be considered complete until the Town has the ability to provide allocable potable water capacity; and

WHEREAS, the Town has conditionally approved a CSP for approximately twelve (12) applicants and, in certain instances, entered into a Water Supply Allocation Agreement for the transfer of capacity associated with applicable agricultural wells associated with such proposed residential developments; and

WHEREAS, the purpose of this Ordinance is to place a temporary moratorium on accepting and processing applications for residential development orders and development permits for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, the Town Commission hereby finds that the temporary moratorium imposed by this Ordinance is being imposed for a reasonable duration which is intended to give the Town a reasonable period of time to construct the interconnect and receive **0.5 MGD** of potable water from the City of Winter Haven, apply for and obtain the proper and necessary increases to the Town's public supply WUP including, but not limited to, the transfer of allocated capacity of certain agricultural wells and perhaps others not yet identified, and adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that the expected impacts of the unprecedented residential growth and development on public facilities and infrastructure necessary to serve such new residential development and maintain required levels of service may negatively affect the public health, safety, and welfare of the Town; and

WHEREAS, on August 26, 2024, pursuant to the requirements in Chapter 163 of the Florida Statutes, the Town's Planning & Zoning Board, sitting as the Town's Local Planning Agency at a duly advertised and noticed public meeting, conducted a public hearing on this Ordinance and, after considering all such comments and/or matters considered at said public hearing, voted to recommend approval of this Ordinance to the Town Commission; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, hereby finds that this Ordinance advances an important government purpose by preventing the demand for Town-provided potable water service to exceed the current allowable daily withdrawal limits authorized in its WUPs; and

WHEREAS, to the extent that this Ordinance is determined to substantially affect

the use of land located within the corporate limits of the Town under Florida common law, the Town Commission of the Town of Dundee, Florida, specifically finds that the Town issued all necessary or required statutory notices, held and duly convened all necessary or required public hearings, and complied with all necessary or required formalities for the adoption of an ordinance seeking to involuntarily zone or rezone property pursuant to the rule established in *Sanibel v. Buntrock*, 409 So. 2d 1073 (Fla. 2d DCA 1981) and Section 166.041(3)(c), Florida Statutes; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance No. 24-09 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 24-09 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Factual Recitals.

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

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163 of the Florida Statutes and the Town's home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution.

Section 3. Enactment of Pending Ordinance Doctrine.

From and after the effective date of this Ordinance, no development permit and/or development order shall be issued where an amendment to the Land Development Code of the Town of Dundee, Florida, is pending before the Town Commission, which amendment, if adopted, would make illegal the use authorized by the development permit and/or development order.

From and after the effective date of this Ordinance, a valid and current local development order shall be required prior to the issuance of any building permit to authorize development or a change of use. No development or change of use shall be made or continued without a lawful building permit; and no development permit shall be

issued where an amendment to the Land Development Code, Town of Dundee, Florida, is pending before the Town Commission or Planning and Zoning Board, which amendment, if adopted, would make nonconforming the development authorized by the development order and/or development permit.

Subject to applicable Florida law, an amendment to the Land Development Code, Town of Dundee, Florida, shall be considered “pending” within the meaning of this rule so long as there is active and documented efforts on the part of the Town which, in the normal course of municipal action, culminates in the requisite amendment to the Land Development Code; and, at a minimum, the Town Commission or Town Planning and Zoning Board must be aware of and have documented such efforts.

Section 4. Temporary Moratorium.

- (a) **Purpose.** The purpose of this temporary moratorium is to provide a reasonable period of time for the Town to construct a potable water interconnect, in accordance with the *Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, and The Town of Dundee, Florida*, and receive up to **0.5 MGD** of potable water from the City of Winter Haven; apply to SWFWMD for the transfer of potable water capacity from applicable agricultural wells including but not limited to those identified in Section 5 (e) of this Ordinance and obtain the proper and necessary increases to the Town’s public supply WUP; and, pursuant to Section 163.3184, *Florida Statutes*, and applicable Florida law, adopt and implement necessary amendments and/or revisions to various aspects of the 2030 Comprehensive Plan and LDC in order to accommodate the unprecedented residential growth and development within the corporate limits of the Town.
- (b) **Moratorium.** Beginning on the effective date of this Ordinance, the moratorium shall continue for twelve (12) consecutive months.

The moratorium shall be imposed on the Town’s consideration of applications for annexation(s), permit applications, planned developments, master planned communities, rezonings, special exceptions, and residential development permits and/or development orders as defined in §380.031, *Florida Statutes (2024)* (collectively hereinafter referred to as the “Applications”); and, during the pendency of the moratorium, the Town of Dundee shall not accept, review, or process any of the Applications.

No Applications (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established herein may be processed by Town staff until the expiration and/or termination of this moratorium, unless provided for by this Ordinance.

The Applications for properties subject to the moratorium established herein

received by the Town on or before July 23, 2024, will be held in abeyance until the conclusion of the moratorium, unless provided for by this Ordinance.

- (c) **Expiration and/or Termination.** Subject to the *extension* provision(s) provided for below, the moratorium imposed by this Ordinance shall terminate upon the earliest of two (2) occurrences, as follows: (1) one (1) calendar year at 11:59 P.M. on the 365th day after the effective date of this Ordinance; or (2) a date before **September 9, 2025**, if provided for by Ordinance of the Town Commission of the Town of Dundee, Florida.
- (d) **Extension.** The provisions of this Ordinance may be extended once by ordinance for a period of not more than twelve (12) additional months, upon a finding by the Town Commission following a public hearing/public comment that good cause exists and an extension would be in the best interests of the citizens and residents of the Town of Dundee, Florida.

Section 5. Exemptions. Exemptions from this Ordinance are, as follows:

(a) Subject to Sections 7.02.03 and 6.01.00 of the LDC, upon confirmation that a satisfactory concurrency evaluation has been performed, the moratorium imposed by this Ordinance shall not apply to any development permit and/or development order, as the terms are defined in §380.031, Florida Statutes (2024), on and/or for real property consisting of one (1) acre or less.

(b) The moratorium shall not include building permits that are issued by the Town for interior remodeling, maintenance, repair(s), reroofing, and/or health and safety improvements on lawfully existing structures.

(c) The moratorium shall not apply to building permits for the demolition and/or replacement of lawfully existing structures which pose a life, health, and safety hazard, so long as the structure, once replaced, complies with all applicable provision(s) of the Town's LDC, Code of Ordinances, and 2030 Comprehensive Plan. For purposes of this exception, any application(s) for local building permit(s) for the replacement of a lawfully existing structure shall include a written certification from a professional engineer registered and licensed in the State of Florida as being necessary to correct and/or remedy the structural deficiencies which pose a threat to the life, health, safety and general welfare of the public.

(d) Upon written confirmation from Town staff that, pursuant to Sections 7.02.03 and 6.01.00 of the LDC, a satisfactory concurrency evaluation has been performed, the following residential developments are specifically and conditionally exempt from this Ordinance, as follows:

- (i) *Seasons at Bella Vista*;
- (ii) *Crystal Lake Preserve*;
- (iii) *Landings at Lake Mabel Loop*;

- (iv) *Reserve at Dundee Lakes (up to limit of 304 ERCs);*
- (v) *Seasons at Hilltop;*
- (vi) *Shores at Lake Dell;*
- (vii) *Sol Vista; and*
- (viii) *Cypress Creek Village Phase V.*

(e) Upon written confirmation from Town staff that, pursuant to Florida law and applicable provision(s) of the LDC, the Town has received a credit and/or increase to its public supply WUP from SWFWMD arising out of the transfer of agricultural wells pursuant to and/or in accordance with a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement, the transferor thereof shall be specifically and conditionally exempt and only to the extent of such credit and/or increase actually credited to the Town's public supply WUP. For purposes of this exemption, the potable water capacity credited to or causing an increase in the Town's public supply WUP by SWFWMD for each agricultural well transferred pursuant to a Concurrency Developer's Agreement and/or Water Supply Allocation Agreement shall, to the extent of such credit and/or increase provided, be specifically and conditionally exempt from this Ordinance and reserved for certain residential development(s) which include, but are not limited to, the following:

- (i) *Woodland Ranch Phase(s) 1, 2 & 3;*
- (ii) *Alford Ridge;*
- (iii) *Reserve at Dundee Lakes (Remaining Phases);*
- (iv) *Landings at Lake Trask Phases 1 & 2;*
- (v) *Legacy Hills Phases 1 & 2;*
- (vi) *Valencia Ridge Reserve;*
- (vii) *Weiberg West Development;*
- (viii) *Estes Planned Unit Development; and*
- (ix) *Vista Del Lago Phase 4.*

(f) The moratorium imposed by this Ordinance shall not apply to any vested right and/or vested status as provided for by this Ordinance.

(g) The moratorium shall not apply to the Town's acceptance of a petition for the establishment of a Community Development District (CDD), which is a local unit of special-purpose government, created pursuant to chapter 190, Florida Statutes. In the event a petition for the establishment of a CDD includes any other matter(s) which are the subject of the moratorium, this exception shall not prevent the abeyance of the subject petition until the termination of the moratorium.

(h) The moratorium imposed by this Ordinance shall not apply to any development in the General Retail Commercial (CC), Highway Commercial (CH), and Service Commercial (CS) Zoning Districts within the Town and all such developments shall be otherwise subject to applicable laws, Code of Ordinances, LDC's and/or other applicable rules and regulations for such development.

(i) The Town Commission may authorize exception(s) to the moratorium imposed by this Ordinance when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of this Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).
- (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Section 6. Vested Rights and Quasi-Judicial Review Procedures.

- (a) Owner(s) of real property located within the corporate limits of the Town or an authorized agent of the owner(s) may request a vested rights determination by paying an application fee, provided hereunder, and filing a technically complete application with the Town's Chief Administrative Officer or designee.
- (b) The application form shall, at a minimum, contain the following information:

- (i) The name and address of the applicant(s), who must be the owner(s) of the subject parcel(s) or real property, or an agent expressly authorized to apply on behalf of the owner(s).
- (ii) A legal description, current tax parcel identification number and survey or a sketch of the real property that is the subject of the application.
- (iii) The name and address of each owner of the parcel(s) or real property.
- (iv) Any approved site plan, approved Certified Subdivision Plan, or plat that is applicable to the real property.
- (v) Identify with particularity with specific reference to any ordinance, resolution, or other action of the Town of Dundee or failure to act by the Town of Dundee, any statute or other general law, upon which the applicant relied and which the applicant believes supports the applicant's position that a development order and/or development permit should be issued during the moratorium.
- (vi) A statement of fact that the applicant intends to prove or demonstrate, in support of the application that a vested right exists which warrants the issuance of a development order and/or development permit during the moratorium.

The application shall fully articulate the legal basis for being issued a development order and/or development permit notwithstanding the moratorium.

- (c) The applicant shall provide a sworn statement, executed by all owners of the real property at issue or an authorized agent averring that all factual information set forth in the application is true and accurate.
- (d) The Town's Chief Administrative Officer or designee shall screen each application to determine whether the application is technically complete, as set forth herein. No screening shall take place until an applicant has paid an application processing fee of \$760.81.

The sufficiency determination shall be made within fourteen (14) calendar days after receipt of the application. If not technically complete, the application shall be returned to the applicant with written notification identifying the deficiencies in the application and the applicant shall be granted fourteen (14) additional calendar days to complete a technically sufficient application. If a response is not submitted to the Town's Chief Administrative Officer or designee within the time specified in this subsection, the application shall be deemed abandoned.

- (e) Upon the Town's Chief Administrative Officer or designee's acceptance of a technically complete application, for which the application fee has been submitted and paid, the Town Commission shall review the application, hold a public hearing, and make a final determination within forty-five (45) calendar days as to whether or not it has been clearly and convincingly demonstrated that the real property at issue has a vested right and/or vested status and therefore should be issued a development order and/or development permit for new residential development notwithstanding this moratorium.
- (f) Within seven (7) calendar days after making a final determination of vested rights status, the Town Commission shall provide the applicant with a written order, notifying the applicant of the determination of vested rights status. Notwithstanding the moratorium, if the Town Commission determines that a vested right and/or vested status exists, and all other applicable provisions of the Code of Ordinances, LDC, and 2030 Comprehensive Plan have been met, then a development order and/or development permit for the new residential development shall issue and the applicant shall have the right to rely upon such written notification that the real property is vested. The Town Commission's written notification shall be final and not subject to further appeal to the Town, revocation, or modification.
- (g) The public hearing on the application for vested rights shall be a quasi-judicial hearing before the Town Commission. The applicant shall present all the applicant's evidence in support of the application. The technical Florida Rules of Evidence shall not apply to the hearing, but basic notions of due process will be observed, and all testimony of witnesses shall be given under oath.
- (h) The Town Commission's decision to grant vested rights status shall be based on common law criteria for vested rights determinations which includes, but shall not be limited to, the following:
1. Evidence that warrants a finding that this Ordinance has denied the owner(s) of beneficial use of the subject property in violation of State and Federal Constitutions; or
 2. Owner has relied in good faith upon the act or omission of the Town;
 3. Owner has made a substantial change in position or incurred extensive obligations and expenses; and
 4. Owner(s) change in position results in a highly inequitable and unjust deprivation of the right(s) that the owner acquired.
- (i) The Town Commission's decision to grant vested rights status shall be final.

- (j) Any property expressly exempt from this moratorium, as set forth in Section 5(b)-(c) is presumptively vested for purposes of this Ordinance and shall not be required to file an application under this Section.

Section 7. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

Section 8. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 9. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 10. Codification. It is the intention of the Town Commission of the Town of Dundee that Section 3 of this Ordinance incorporated herein shall become and be made a part of the Code of Ordinances, Town of Dundee, Florida.

Section 11. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2023).

In this instance, this Ordinance is enacted and is necessary to implement the issuance of *development orders* and/or *development permits* (as defined by §163.3164, Florida Statutes). As such, pursuant to applicable Florida law, this Ordinance is exempt and does not require a business impact estimate

Section 12. Effective Date. This Ordinance shall take effect immediately upon its adoption.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 29th day of August, 2024.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2024.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Lita O’Neill

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-10, TRANSPORTATION IMPACT FEES
SUBJECT:	TRANSPORTATION IMPACT FEES
STAFF ANALYSIS:	<p>Transportation impact fees are one-time charges that developers may pay to cover the cost of transportation projects that new development will require. These fees are intended to ensure that new development pays its fair share of the improvements needed to accommodate the added burden it places on the transportation system.</p> <p>Two public workshops are required for public input prior to the Town Commission taking action on transportation impact fees. The two dates approved for these public workshops are September 10, 2024, at 5:30 p.m. and September 24, 2024, at 6:00 p.m.</p>
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Ordinance 24-10



TOWN COMMISSION MEETING

September 10, 2024, at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, “KICK CANCER” KICKBALL TOURNAMENT FUNDRAISER – EVENT APPLICATION AND ROAD CLOSURE
SUBJECT:	“Kick Cancer” Kickball Tournament Fundraiser, Committed Citizens of Dundee
STAFF ANALYSIS:	<p>Staff has received an event application from the Committed Citizens of Dundee (CCOD) for a Cancer Kickball Tournament Fundraiser event that they are requesting to be held on 10/7/2024 at the Nancy Avenue Ballpark located on Lewis Court. The set up for this event will start on 10/6/2024, and the event will take place from 9am to 6pm on 10/7/2024. The applicant is requesting that they be allowed to close Lewis Court for the event. It will only be open to the residents that live on this road, and there will not be any side street parking allowed during the event. The applicant has received permission to park on two empty lots – one on Dr. Martin Luther King Street and one at Henderson Park. There will be vendors and a DJ on site during this event. The applicant understands that everything must be cleaned up after the event, and all food vendors must remove their property at the end of the event. As noted in the event application, the applicant carries their own insurance and does not require Town staff during the event.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Event Flyer Road Closure Map



PRESENTS



Item 12.



KICK FOR *Cancer* KICKBALL TOURNAMENT

7TH
OCTOBER **2024**


03:00
PM

\$2000
CASH
AND TROPHY
PRIZE



**NANCY PARK 206 LEWIS CT
DUNDEE FL 33838**

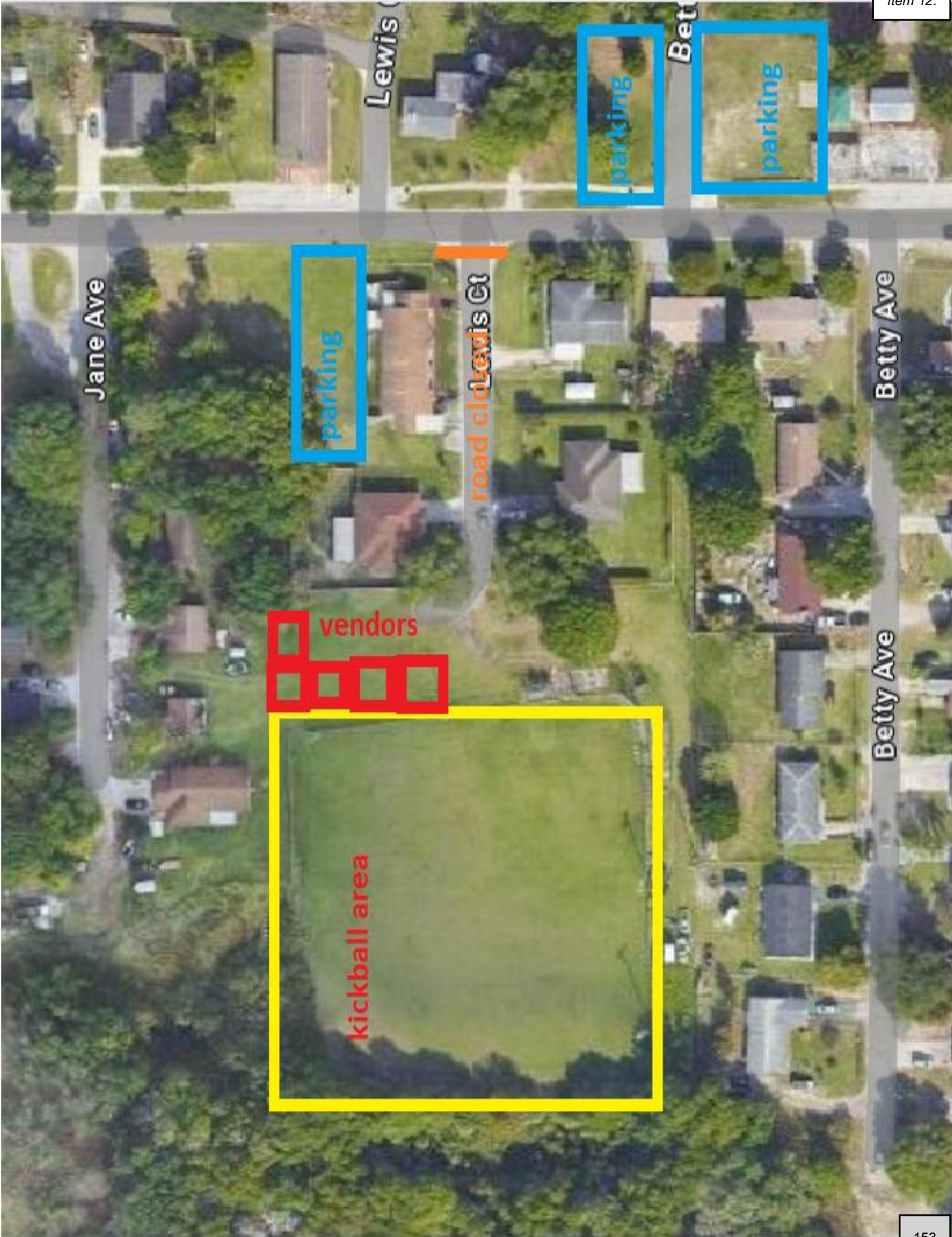
Deadline For Registering Your Team Is

9-27-24

For more info and to register your team be vendor go to
www.c-cod.com

Contact Info: ☎ +1 (863) 746-6015







TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, THANKSGIVING FAMILY DINNER
SUBJECT:	Thanksgiving Family Dinner
STAFF ANALYSIS:	<p>Commissioner Richardson is proposing the Town Commission host a Free Thanksgiving Family Dinner with Commissioner Richardson at the Community Center for families and individuals who may not have a place to enjoy hot delicious meal. This will allow individuals a time for fellowship with others during the holiday season that would typically spend this time alone or without family. Her plans include groups of individuals within our local communities who will assist in teams – a team for donations, a team for preparing dinners, and a team for serving.</p> <p>Commissioner Richardson has a host of individuals to volunteer and serve in various ways to make this dinner a success. Her goal is to raise enough donations to accommodate 300 individuals. These meals will be precooked and available on a first-come, first-served basis. Town staff will set up the facility to accommodate as many as we can seat in the Dundee Community Center. Options for times include:</p> <ul style="list-style-type: none"> • 12 noon – 3 p.m. OR, • 2 p.m. – 5 p.m. <p>She will be seeking additional volunteers to help facilitate this event. Thanksgiving is a time of giving back, and Commissioner Richardson is excited to do so through a loving holiday dinner.</p>
FISCAL IMPACT:	None at this time
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	None



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, CAMP ENDEAVOR CAR SHOW AND TRUNK OR TREAT EVENT
SUBJECT:	Camp Endeavor Car Show and Trunk or Treat Event
STAFF ANALYSIS:	<p>The Commission has challenged staff to create a good partnership with Camp Endeavor. During our Centennial year, staff has been working on hosting monthly events to highlight the town. Camp Endeavor requested the Town to partner by co-hosting a Car Show.</p> <p>The proposed event will be at Camp Endeavor, 1300 Camp Endeavor Boulevard, Dundee, on October 26, 2024, 10:00 a.m. – 2:00 p.m. The event includes a car show, touch-a-truck, trunk or treat, food vendors, music, and a costume contest.</p> <p>There will be a 1st, 2nd, and 3rd place in two different categories. The Town will provide 6 trophies and 6 prizes for these contests, with acceptance of donations.</p>
FISCAL IMPACT:	Not to Exceed \$1,000
STAFF RECOMMENDATION:	If approved, staff will start seeking vendors and Touch-a-Truck applicants to be a part of this event.
ATTACHMENTS:	Event flyer

CAR SHOW

Touch-A-Truck

TOWN OF DUNDEE/ CAMP ENDEAVOR

OCTOBER 26, 2024

10AM - 2PM

1300 Camp Endeavor Blvd Dundee FL, 33838

**TRUNK OR TREAT
COSTUME CONTEST**



Food
vendors
music





TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION, DUNDEE COMMUNITY CAREER EXPO

- SUBJECT:** EDUcation Connect Learning Center Presents a Dundee Community Career Expo at Main Street Center for Dundee Residents

- STAFF ANALYSIS:** EDUcation Connect Learning Center, Inc. is hosting a free career expo for Dundee residents at the Town of Dundee’s Main Street Center on Wednesday, October 16, 2024. Session One starts at 4:30 p.m., and Session Two starts at 5:30 p.m.

Registration for job seekers and employers will open on September 27th. Job seekers may email resumes to edconnectlc@outlook.com prior to the event for free review.

- FISCAL IMPACT:** None

- STAFF RECOMMENDATION:** For informational purposes

- ATTACHMENTS:** Event flyer

Gateway Professionals Presents

Item 15.

Dundee Community CAREER EXPO

MUST RESIDE IN DUNDEE

Bring at least 10 copies of your resume.
Resume service on site.
Dress for Success

WHY ATTEND

- Connect with top companies
- Explore diverse career options
- Hear from various industry leaders
- Get your resume reviewed
- Try a mock interview
- Grow your professional network
- Participate in a FREE RAFFLE to win incredible prizes!

FREE

Session
One
4:30pm
Session
Two
5:30pm

**16
OCT**

**MAIN STREET
CENTER**

310 E Main Street



**This FREE Career Expo
is your gateway to a
brighter future.**



**Education
Connect**
Learning Center, Inc.

Registration will open on Sept 27th. Two same-day expo sessions provided to meet your scheduling needs. Register as a job seeker and pay as an employer beginning September 28th. For more information, visit www.edconnectlearningcenter.org. Phone: (815) 233-1111

158

Email your resume for FREE review prior to the event. Email: edconnectlc@outlook.com

**RESUME CENTER
ON SITE**



TOWN COMMISSION MEETING

September 10, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** VETERAN’S DAY WREATH LAYING/COLOR WALK/BRICK LAYING
- SUBJECT:** The Town Commission will consider the activities for our Centennial Veterans Day Wreath Laying/Color Walk and Personalized Brick for our Veterans.
- STAFF ANALYSIS:** As we continue to celebrate our Centennial Year, Town staff wanted to incorporate a New Veterans Day Celebration that will include a wreath laying celebration that will end with a color walk intermediate 5k run (3.1 miles) The plans are to bring back the route for the run next month which will include Veteran Memorial Park circling around town and ending back at Veteran Memorial Park. Also, it will include a four-week sale of either the ground bricks or the wall bricks. If approved by the Town Commission, staff will launch the sale. This allows staff time to get them back from vendor and installed for the Saturday November 9, 2024, event.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** At the will of the Commission
- ATTACHMENTS:** None