

AMENDED



TOWN COMMISSION MEETING AGENDA

December 13, 2022 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 MONTH DD, 20YY

A. December 13, 2022 Commission Consent Agenda

B. Minutes

APPROVAL OF AGENDA

NEW BUSINESS

1. ~~Resolution 22-51, Woodland Ranch Estates CSP: REMOVED~~

2. Discussion & Action, RFP 22-06 Portable Event Stage Trailer

3. Discussion & Action, Lake Marie Playground Fence Replacement

- [4.](#) Discussion & Action, Winter Haven Economic Development Council Membership
- [5.](#) Discussion & Action, MLK Parade Road Closure
- [6.](#) Discussion, Town Wide Fire Inspections
- [7.](#) Discussion, Car Wash Related to Winn Dixie Turn In

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

ADJOURNMENT

PUBLIC NOTICE: Please be advised that if you desire to appeal 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 a 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

December 13, 2022 at 6:30 PM

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of December 13, 2022 contains the following:
- A. Minutes
 - Town Commission Meeting Minutes for August 23, 2022
 - Town Commission Meeting Minutes for September 13, 2022
 - Town Commission Meeting Minutes for September 27, 2022
- STAFF RECOMMENDATION:** Approval of the December 13, 2022 Consent Agenda
- ATTACHMENTS:**
- Town Commission Meeting Minutes for August 23, 2022
 - Town Commission Meeting Minutes for September 13, 2022
 - Town Commission Meeting Minutes for September 27, 2022



DUNDEE TOWN COMMISSION

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

TOWN COMMISSION MINUTES REPORT FOR SEPTEMBER 27, 2022

CALL TO ORDER: Mayor Pennant called the meeting to order at 6:37 PM.

PLEDGE OF ALLEGIANCE Mayor Pennant

INVOCATION: Vice Mayor Richardson

RECOGNITION OF SERGEANT AT ARMS: Detective Weston

PUBLIC SPEAKING INSTRUCTIONS: Mayor Pennant

ROLL CALL: Melissa Glogowski

Town Commissioners Present:

Commissioner Glenn

Commissioner Goddard

Commissioner Richardson

Vice Mayor Quarles

Mayor Pennant

Town Commissioners Absent:

NONE

Town Staff Members Present:

Tandra Davis, Town Manager

Seth Claytor, Assistant Town Attorney

John Vice, Public Works Director

Melissa Glogowski, Executive Administrative Assistant

DELEGATION QUESTIONS & COMMENTS FROM THE FLOOR

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

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

APPROVAL OF AGENDA: AGENDA FOR SEPTEMBER 27, 2022

The following were removed from the agenda:

- Item 04: Consent Agenda
- Item 05: Recognition of Arche Sapp
- Item 06: Proclamation: Hispanic Heritage Month
- Item 07: Resolution 22-43: Alford Ridge Parks and Recreation Request
- Item 08: Discussion & Action, Award of RFP 22-05
- Item 09: Discussion and Action, Lincoln Sidewalk Proposal
- Item 10: Discussion and Action, Updated CIP

The following items were added to the agenda:

- Item 11: Resolution 22-44, Local State of Emergency- Hurricane Ian

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of September 27, 2022, made by Commissioner Quarles. Seconded by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

Mayor Pennant read the 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 **12.45%** more than the rolled back rate of **7.0248 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 costs of the Town.

ITEM 01: RESOLUTION 22-40, SCRIVENER'S ERROR OF RESOLUTION 22-35

Assistant Attorney Claytor read the legal title of Resolution 22-40.

RESOLUTION 22-40

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO RESOLUTION 22-35; MAKING FINDINGS OF FACT; AMENDING SECTION 1 OF RESOLUTION 22-35 NUNC PRO TUNC TO SEPTEMBER 13, 2022 TO CORRECT SCRIVENER'S ERRORS FOUND THEREIN; AUTHORIZING THE MAYOR, TOWN CLERK AND TOWN ATTORNEY TO EXECUTE A REVISED COPY OF RESOLUTION 22-35 AND FILE THE SAME OF RECORD; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Davis read the analysis.

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

MOTION TO APPROVE Resolution 22-40, correcting the scrivener's error of Resolution 22-35, made by Commissioner Glenn. Seconded by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 02: RESOLUTION 22-41, PUBLIC HEARING, ADOPTION OF FINAL MILLAGE RATE FOR FY 2022 – 2023

Assistant Attorney Claytor read Resolution 22-41.

RESOLUTION NO. 22-41

A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, FOR FISCAL YEAR 2022 – 2023; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Davis gave the analysis.

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

closed.

MOTION TO APPROVE Resolution 22-41 for the adoption of the final millage rate for FY 2022 – 2023 made by Commissioner Quarles. Second by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 03: RESOLUTION 22-42, PUBLIC HEARING, ADOPTION OF FY 2022 – 2023 FINAL BUDGET

Assistant Attorney Claytor read Resolution 22-42.

RESOLUTION 22-42

A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022 – 2023; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-42 for the adoption of the final budget for the FY 2022 – 2023 made by Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 11: RESOLUTION NO. 22-44: LOCAL STATE OF EMERGENCY, HURRICANE IAN

Assistant Attorney Claytor read the legal title of Resolution 22-42.

RESOLUTION NO. 22-44

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; DECLARING A STATE OF LOCAL EMERGENCY WITH RESPECT TO HURRICANE IAN; INVOKING EMERGENCY POWERS AND AUTHORIZING MUNICIPAL OFFICERS TO TAKE NECESSARY MEASURES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-44, declaring a local state of emergency due to Hurricane Ian made by Quarles. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

REPORTS FROM OFFICERS

• **TOWN MANAGER**

- Effective yesterday Dundee is included in the State of Florida emergency order.
- No official vehicles will be on the roads after winds are at 30 mph per Polk Emergency Operations.
- Two Employees will remain on-site to monitor the water and wastewater plants.
- Dundee EOC will meet tomorrow at 10:30am for final prep and planning.
- All working staff except the fire department staff will be dismissed tomorrow at 12:00pm.
- All computers and offices have been readied according to the emergency plan.
- Once Chief Carbone gives the clear, the recovery crew will report to EOC.
- John Vice, Jorge Rodrigues, Raymond Morales, Tracy Mercer & Tandra Davis will act as leads in EOC recovery.
- Secondary crews such as streets, parks, stormwater, and sanitation will be assigned to road maintenance and debris removal
- Jenn Garcia will be at Polk County EOC in Lakeland from beginning this evening and overnight until storm is gone.
- Please contact me on my cell phone during the storm and I will give reports as I am able and will report the recovery plan as it evolves.
- Town offices will be closed Wednesday 09/28/2022 at 12:00pm through Friday 09/30/2022 and will reopen on Monday, 10/03/2022, normal business hours assuming the Town does not experience severe damages.
- We anticipate that sanitation routes can begin running their routes on Friday 09/30/2022.

ADJOURNMENT

Meeting adjourned at 6:54pm.

Respectfully Submitted,

Jenn Denson Garcia
 Jenn Garcia, Town Clerk

APPROVAL DATE: _____

AYES: _____ NAYS: _____

DUNDEE TOWN COMMISSION

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



TOWN COMMISSION MINUTES REPORT FOR SEPTEMBER 13, 2022

CALL TO ORDER: Mayor Pennant called the meeting to order at 6:33 PM.

PLEDGE OF ALLEGIANCE Mayor Pennant

INVOCATION: Vice Mayor Richardson

RECOGNITION OF SERGEANT AT ARMS: Deputy Weston

PUBLIC SPEAKING INSTRUCTIONS: Mayor Pennant

ROLL CALL: Jenn Garcia

Town Commissioners Present:

Commissioner Glenn

Commissioner Goddard

Commissioner Richardson

Vice Mayor Quarles

Mayor Pennant

Town Commissioners Absent:

NONE

Town Staff Members Present:

Tandra Davis, Town Manager

Seth Claytor, Assistant Town Attorney

Jenn Garcia, Town Clerk

John Vice, Public Works Director

Eneida Padilla Nieves, Interim Finance Director

Trevor Douthat, Utilities Supervisor

Melissa Glogowski, Executive Administrative Assistant

Tracy Mercer, Special Projects

DELEGATION QUESTIONS & COMMENTS FROM THE FLOOR

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

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

ITEM 01: APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR SEPTEMBER 13, 2022

Town Manager Davis reported that the minutes have been removed from the consent agenda because they are still under legal review.

Agreements for approval:

- National Multiple Sclerosis Society 2023 Citrus Bike Tour Rest Stop Agreement
- Department of Revenue Communications Tax Agreement

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

MOTION TO APPROVE the consent agenda with changes for the meeting of September 13, 2022, made by Vice Mayor Richardson. Seconded by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

APPROVAL OF AGENDA FOR September 13, 2022

Mayor Pennant asked Town Manager Davis if there were any additions or changes to the regular meeting agenda.

Town Manager Davis reported the following changes:

- ITEM 10, Staff Report was added
- ITEM 13, Developer's Agreement was updated
- ITEM 14, Developer's Agreement was updated

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of September 13, 2022, made by Commissioner Glenn. Seconded by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

Mayor Pennant made the 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 **5.55%** more than the rolled back rate of **7.4851 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 costs of the Town.

ITEM 02: RESOLUTION 22-35, ADOPTION OF TENTATIVE MILLAGE RATE FY 2022 - 2023

Assistant Attorney Claytor read Resolution 22-35.

RESOLUTION 22-35

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 2022 – 2023 PROVIDING FOR AN EFFECTIVE DATE

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Jessica Fowler, 315 7th Street South, requested to be informed of what the actual millage rate is. Town Manager Davis responded that the proposed millage rate is 7.9000 and the budget cannot be balanced at the lower roll-back rate.

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

MOTION TO APPROVE Resolution 22-35, adopting the tentative levying of ad valorem taxes for fiscal year 2022 - 2023 made by Commissioner Quarles. Seconded by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 03: RESOLUTION 22-36, ADOPTION OF TENTATIVE BUDGET FY 2022 – 2023

Assistant Attorney Claytor read Resolution 22-36.

RESOLUTION 22-36

A RESOLUTION OF THE TOWN OF DUNDEE POLK COUNTY, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR AN EFFECTIVE DATE

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-36, adopting the tentative budget for fiscal year 2022 - 2023 made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 04: RESOLUTION 22-33 – STORMWATER UTILITY FEE ROLL CERTIFICATION

Assistant Attorney Claytor read the legal title of Resolution 22 - 33.

RESOLUTION NO. 22 - 33

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 CORPORATE LIMITS OF THE TOWN OF DUNDEE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 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.

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-33 approving the stormwater utility fee roll certification made by Commissioner Glenn. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 05: RESOLUTION 22-34, FIRE ASSESSMENT FEE ROLL CERTIFICATION FY 2022 – 2023

Assistant Attorney Claytor read the legal title of Resolution 22-34.

RESOLUTION NO. 22-34

A RESOLUTION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS FOR THE TOWN OF DUNDEE; ESTABLISHING LEGISLATIVE FINDINGS; IMPOSING FIRE PROTECTION SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Davis gave the analysis.

There was discussion of the Commission with regard to the residential rates.

Town Manager Davis stated that the budget was prepared with the \$100/per dwelling unit rate.

Sandi Neubarth of GSG explained that residential is based on a per dwelling unit and nonresidential is at a per square foot basis and the cap is 52,500 square feet for non-residential per building. The \$100/per dwelling unit and commercial is \$.07/per square foot for commercial.

Commissioner Glenn clarified that this new program is a source of funding that the Town has not had before. Therefore, he proposes that we begin with \$100 and make changes as needed considering this is reconsidered annually.

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

MOTION TO APPROVE Resolution 22-34 approving the fire assessment fee roll certification at the \$100 rate for fiscal year 2022 – 2023 made by Mayor Pennant. Second by Commissioner Quarles Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 06: DISCUSSION & ACTION, IMPACT CHURCH EVENT ROAD CLOSURE REQUEST

Town Manager Davis gave the analysis.

Pastor Gary Peck of Impact Church, 2748 Cummins Road, Winter Haven, addressed the Commission explaining the event.

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

MOTION TO APPROVE the temporary road closure request at 1st Street and Dundee Road for the impact church event on October 01, 2022 from 9:00am – 4:00pm made by Commissioner Glenn. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 07: ORDINANCE 22-26, CONTINUED PUBLIC HEARING, WOODLAND RANCH ESTATES CDD ESTABLISHED

Assistant Attorney Claytor read the legal title of Ordinance 22-26.

ORDINANCE NO. 22-26

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION TO APPROVE Ordinance 22-26 establishing the Woodland Ranch Estates Community Development District made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 08: ORDINANCE 22-27, CONTINUED PUBLIC HEARING, WEIBERG ROAD CDD ESTABLISHED

Assistant Attorney Claytor read the legal title of Ordinance 22-27.

ORDINANCE NO. 22-27

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF

SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION TO APPROVE Ordinance 22-27 establishing the Weiberg Road Community Development District made by Commissioner Quarles. Second by Vice Mayor Richardson. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 09: RESOLUTION 22-32, LEGACY HILL PARKS & RECREATION REQUEST

Assistant Attorney Claytor read the legal title of Resolution 22-32.

RESOLUTION NO. 22-32

A RESOLUTION APPROVING THE REQUEST BY HUNTER ENGINEERING, LLC, ON BEHALF OF T-TWO GROVES, LLC AND THOMAS A. THAYER, JR. TO OBTAIN TOWN COMMISSION APPROVAL OF THE PARKS AND RECREATION REQUEST RELATED TO THE PROPOSED LEGACY HILL OF DUNDEE SUBDIVISION, ON APPROXIMATELY 133.69 +/- ACRES OF LAND, LOCATED ADJACENT TO STATE ROAD HIGHWAY 17 (RIDGE SCENIC HIGHWAY) ON THE EAST BETWEEN ALMBURG ROAD TO THE NORTH AND SOUTH OF STALNAKER ROAD, FURTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 272835-000000-041060, 272835-000000-041070, 272835-000000-042010, 272835-000000-042020, 272902-000000-031010, 272902-000000-031030, 272902-000000-031040, 272835-000000-042040, 272835-000000-042060, 272835-000000-044050, 272902-000000-033020, AND 272902-000000-033010; AND PROVIDING FOR AN EFFECTIVE DATE.

Lorraine Peterson, Town Planner, gave the analysis.

Marisa Barmby of Central Florida Regional Planning Council stated that the applicant could not attend due to a family emergency.

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

MOTION TO APPROVE Resolution 22-32 Legacy Hill Parks and Recreation request with conditions made by Commissioner Goddard. Second by Vice Mayor Richardson. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 10: RESOLUTION 22-38, SEASONS AT HILLTOP FINAL PLAT

Assistant Attorney Claytor read the legal title of Resolution 22-38.

RESOLUTION NO. 22-38

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SEASONS AT HILLTOP SUBDIVISION" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND APPLICABLE

PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE.

Assistant Attorney Claytor clarified that a developer's agreement is one (1) of the conditions of Resolution 22-38.

Marisa Barmby of CFRPC, gave the analysis.

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

MOTION TO APPROVE Resolution 22-38 approving the final subdivision plan subject to conditions for recording for the Seasons at Hilltop Groves Subdivision made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 11: RESOLUTION 22-37, EMERGENCY SERVICES BY JAN & JEFF SERVICES, INC FOR INSTALLATION OF A VARIABLE FREQUENCY DRIVE AT RINER WATER PLANT

Assistant Attorney Claytor read the legal title of Resolution 22-37.

RESOLUTION NO. 22-37

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE PURCHASE AND INSTALLATION OF A 100 HP ATV630 VARIABLE FREQUENCY DRIVE FOR THE RINER WATER PLANT; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND CONFIRMING THE EXPENDITURE OF \$28,000.00; AND AUTHORIZING THE TOWN MANAGER TO ACCEPT ESTIMATE NO. 638 FROM JAN AND JEFF SERVICES, INC.; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO THE PURCHASE AND INSTALLATION OF THE 100 HP ATV630 VARIABLE FREQUENCY DRIVE FOR THE RINER WATER PLANT

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-37 approving the emergency services of Jan and Jeff Services, Inc for the installation of a variable frequency drive at the Riner Water plant made by Commissioner Glenn. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 12: RESOLUTION 22-39, FLORIDA CITY GOVERNMENT WEEK

Assistant Attorney Claytor read the legal title of Resolution 22-39.

RESOLUTION 22-39

A RESOLUTION OF THE TOWN OF DUNDEE RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 17 – 23, 2022, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION

Town Manager Davis gave the analysis.

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

Vice-Mayor Richardson inquired of what activities and functions the Town was planning in honor of Florida City Government Week.

Mayor Pennant stated that some students from the elementary school were coming to Town Hall to learn what about the Town Government and roles of the Mayor and Commission. He invited Vice Mayor Richardson to participate in this event with him.

MOTION TO APPROVE Resolution 22-39 recognizing Florida City Government Week, October 17 – 23, 2022 made by Commissioner Glenn. Second by Vice Mayor Richardson. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 13: DISCUSSION & ACTION, DUNDEE LAKES WATER ERC EXTENSION DEVELOPER'S AGREEMENT

Town Manager Davis gave the analysis.

Assistant Attorney Claytor stated that this is an agreement regarding the extension of certain equivalent residential connections for reserved capacity in the Town of Dundee's water treatment plant for 153,000 gallons per day. This agreement would be renewing the ERCs for two years and paying all idle capacity fees and prepaying for 24 calendar months.

Shelton Rice, Attorney with Peterson and Meyers Law Firm, 225 East Lemon Street, Lakeland, representing the applicant. Thanked staff for their assistance on this item and requested approval from the Commission.

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

MOTION TO APPROVE the Dundee Lakes Water ERC Extension Developer's Agreement made by Commissioner Quarles. Second by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Pennant

NAYES: None

Vice Mayor Richardson exited the room at 7:44 pm and returned at 7:51pm and was not present for the vote.

ITEM 14: DISCUSSION & ACTION, SEASONS AT HILLTOP SEWER ERC EXTENSION DEVELOPER'S AGREEMENT

Assistant Attorney Claytor gave an analysis. This is the amendment to the original agreement regarding reserved capacity in the Town of Dundee's wastewater treatment plant. The total amount to be paid, after the deduction of the 18-month moratorium, would be \$59,940.00 to bring it current. This is to renew 74 wastewater ERCS 1686 – 1759. The renewal will be for 12 calendar months.

Marisa Barmby of CFRPC explained that the Town charges idle capacity quarterly, therefore calculations of the idle capacity fees due were based on the end of this quarter, September 24, 2022.

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

MOTION TO APPROVE the Seasons at Hilltop Sewer ERC Extension Developer's Agreement made by Commissioner Quarles. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 15: DISCUSSION & ACTION, AGRICULTURE WELLS AGREEMENT

Town Manager Davis gave the analysis.

Assistant Attorney Claytor stated this is a general form agreement which is required by the SWFWMD and applicable to each development that chooses to convey and close their agricultural wells. It is an advantage to the developers/property owner to convey and close agricultural wells on their property and convey/transfer the capacity therein to the Town.

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

MOTION TO APPROVE the Agriculture Wells Agreement Form made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 16: DISCUSSION & ACTION, RFP 22-05 LIFT STATION GENERATOR

Town Manager Davis gave the analysis.

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

MOTION TO AUTHORIZE the Town Manager to release RFP 22-05 made by Commissioner Glenn. Second by Vice Mayor Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 17: DISCUSSION & ACTION, SEMCO CHANGE REQUEST #1 OF THE HISTORIC DEPOT RENOVATION

Town Manager Davis gave the analysis.

Public Works Director, John Vice, explained that the support wall and the foundation footers are gone. This change request from Semco will correct the issue and bring the building up to code. This is something that could not be predetermined.

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

MOTION TO APPROVE SEMCO Change Request number one for the Historic Depot renovation made by Commissioner Quarles. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 18: DISCUSSION, CIVIC PLUS AGENDA SOFTWARE AGENDA LAYOUT

Town Manager Davis gave the analysis.

The Commission discussed the new agenda layout from the Civic Plus Agenda Software.

REPORTS FROM OFFICERS

- **POLK COUNTY SHERIFFS OFFICE- Deputy Weston**
 - Sergeant Anderson is recovering well.
 - Vice Mayor Richardson requested that the PCSO animal control investigate the wild hogs that are damaging property along MLK. Fire Chief Carbone recommended contacting Fish and Wildlife. Deputy Weston will contact the PCSO agricultural department for assistance.
- **DUNDEE FIRE DEPARTMENT- Fire Chief Joe Carbone**
 - Reported 46 total service calls, 726 total calls to date this year.
- **TOWN ATTORNEY- Assistant Attorney Claytor**
 - Assistant Attorney Claytor reported Winter Haven Interconnect Agreement had a scrivener's error related to the location of the interconnect which will be located in the

City of Winter Haven and not within the corporate limits of the Town of Dundee. The error will be corrected. The agreement was being heard by the City of Winter Haven City Commission that same night.

- **TOWN MANAGER- Tandra Davis**
 - September 15th, Dundee Elementary Academy 2nd grade will be for a presentation with Mayor Pennant.
 - September 15th - 100% walkthrough of trail from Lake Trask to Scenic Hwy.
 - September Special Magistrate meeting has been cancelled.
 - Josh Larsen is no longer with the town- the Town anticipates hiring a new code officer soon.
 - Bus stop benches have all been installed.
 - Library lockers were installed in the breezeway earlier that day.
 - Working on Christmas- appreciate Commissioner Goddard's efforts to assist with the Christmas celebrations.
- **COMMISSIONERS**
 - **Commissioner Goddard**
 - Thanked all in attendance.
 - Congratulated Lorraine Peterson on a job well done with her first presentation.
 - Thanked Detective Weston and Town Staff.
 - **Commissioner Glenn**
 - Thanked all in attendance.
 - **Commissioner Quarles**
 - Thanked all in attendance.
 - **Vice Mayor Richardson**
 - Appreciative of the bench's installation completed.
- **MAYOR**
 - Encouraged staff to begin the water projects as soon as possible with no delay.
 - Thanked all in attendance.

ADJOURNMENT
Meeting adjourned at 8:25pm.

Respectfully Submitted,

Jenn Denson Garcia
Jenn Garcia, Town Clerk

APPROVAL DATE: _____

AYES: _____ NAYS: _____



DUNDEE TOWN COMMISSION

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

TOWN COMMISSION MINUTES REPORT FOR AUGUST 23, 2022

CALL TO ORDER: Mayor Pennant called the meeting to order at 6:32 PM.

PLEDGE OF ALLEGIANCE Mayor Pennant

INVOCATION: Commissioner Goddard

RECOGNITION OF SERGEANT AT ARMS: Sergeant Anderson

PUBLIC SPEAKING INSTRUCTIONS: Mayor Pennant

ROLL CALL: Jenn Garcia

Town Commissioners Present:

Commissioner Goddard

Commissioner Richardson

Vice Mayor Quarles

Mayor Pennant

Commissioner Glenn joined the meeting at 6:49pm.

Town Commissioners Absent:

NONE

Town Staff Members Present:

Tandra Davis, Town Manager

Seth Claytor, Assistant Town Attorney

Jenn Garcia, Town Clerk

John Vice, Public Works Director

Eneida Padilla Nieves, Interim Finance Director

Trevor Douthat, Utilities Supervisor

Lorraine Peterson, Town Planner

DELEGATION QUESTIONS & COMMENTS FROM THE FLOOR

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

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

ITEM 01: APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 23, 2022

Minutes for approval:

- Town Commission 06/28/2022 Meeting Minutes
- Town Commission Budget Workshop 06/28/2022 Minutes

MOTION TO APPROVE the consent agenda for the meeting of August 23, 2022, made by Commissioner Goddard. Seconded by Vice Mayor Richardson. Passed Unanimously.

AYES: Goddard, Quarles, Richardson, Pennant

NAYES: None

APPROVAL OF AGENDA FOR AUGUST 23, 2022

Mayor Pennant asked Town Manager Davis if there were any additions or changes to the regular meeting agenda.

Town Manager Davis reported the following changes:

- ITEM 02, Ordinance 22-26 was Updated
- ITEM 03, Ordinance 22-27 was Updated
- ITEM 05, Conditions were added, and Resolution 22-29 was updated.
- ITEM 06, Resolution 22-30 was updated
- ITEM 07, Resolution 22-31 was updated
- ITEM 10, FLC University Certificate Program had an additional discussion item added
- ITEM 11, Utility Truck Repair was added

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of August 23, 2022, made by Commissioner Goddard. Seconded by Vice Mayor Richardson. Passed Unanimously.

AYES: Goddard, Quarles, Richardson, Pennant

NAYES: None

Town Manager Davis introduced the new Town Planner, Lorraine Peterson to the Commission.

Lorraine Peterson, Town Planner, greeted the Commission.

ITEM 02: ORDINANCE 22-26, PUBLIC HEARING, WOODLAND RANCH ESTATES CDD ESTABLISHED

Assistant Attorney Claytor read the legal title of Ordinance 22-26 and gave the analysis.

ORDINANCE NO. 22-26

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WOODLAND RANCH ESTATES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF THE SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Roy Van Wyck, KE Law Group, the Petitioner representative addressed the Commission explaining that the petitioner did publish a notice of the public hearing as required which the affidavit was included in the agenda packet and requested to be included into the public record, included in the agenda packet was also pre-filed written expert testimony on the establishment of the district and is requested to be included into the public record. Mr. Van Wyck requested approval of the Commission.

Assistant Attorney Claytor stated that the petitioner did publish their notice as required pursuant to Chapter 190 however, the Town’s Chapter 166 notice will be run for September 13, 2022. Attorney Claytor and Attorney Van Wyck discussed the notice(s) and agreed to request a continuance until September 13, 2022; and therefore, it is the staff recommendation that this item be continued to September 13, 2022.

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

MOTION TO CONTINUE the vote for Ordinance 22-26 until September 13th, 2022, made by Commissioner Goddard. Seconded by Commissioner Quarles. Passed Unanimously.

AYES: Goddard, Quarles, Richardson, Pennant
NAYES: None

ITEM 03: ORDINANCE 22-27, PUBLIC HEARING, WEIBERG ROAD CDD ESTABLISHED

Assistant Attorney Claytor read the legal title of Ordinance 22-27.

ORDINANCE NO. 22-27
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA ESTABLISHING THE WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2021); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Roy Van Wyck, KE Law Group, the Petitioner representative addressed the Commission explaining that the petitioner did publish a notice of the public hearing as required which the affidavit was included in the agenda packet and requested to be included into the public record, included in the agenda packet was also pre-filed written expert testimony on the establishment of the district and is requested to be included into the public record. Mr. Van Wyck requested approval of the Commission.

Assistant Attorney Claytor stated that the petitioner did publish their notice as required pursuant to Chapter 190 however, the Town's Chapter 166 notice will be run for September 13, 2022. Attorney Claytor and Attorney Van Wyck discussed the notice(s) and agreed to request a continuance until September 13, 2022; and therefore, it is the staff recommendation that this item be continued to September 13, 2022.

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

Commissioner Glenn joined the meeting at 6:49.

MOTION TO CONTINUE the vote for Ordinance 22-27 until September 13th, 2022 made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 04: RESOLUTION 22-28, LANDINGS AT LAKE TRASK PHASE II SUBDIVISION PARKS & RECREATION REQUEST

Assistant Attorney Claytor read the legal title of Resolution 22-28.

RESOLUTION NO. 22-28

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE REQUEST BY ABSOLUTE ENGINEERING, INC FOR THE PARKS AND RECREATION REQUEST RELATED TO THE PROPOSED SUBDIVISION KNOWN AS LANDINGS AT LAKE TRASK PHASE II ON APPROXIMATELY 49.94 ACRES OF LAND, LOCATED NORTH OF WEIBERG ROAD AND WEST OF ALFORD ROAD, FURTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 272822-000000-014020, 272822-000000-012040, 282822-000000-014010, AND 272822-000000-012030; AND PROVIDING FOR AN EFFECTIVE DATE.

Marisa Barmby of Central Florida Regional Planning Council gave the analysis.

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

MOTION TO APPROVE Resolution 22-28 approving the request for parks and recreation for the proposed Landings at Lake Trask Phase II Subdivision made by Commissioner Quarles. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 05: RESOLUTION 22-29, BELLA VISTA CERTIFIED SUBDIVISION PLAN

Assistant Attorney Claytor read the legal title of Resolution 22-29.

RESOLUTION NO. 22-29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) FOR THE BELLA VISTA SUBDIVISION WITH CERTAIN CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

Marisa Barmby with Central Florida Regional Planning Council gave the analysis.

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

MOTION TO APPROVE Resolution 22-29 approving the Certified Subdivision Plan for the Bella Vista Subdivision and approving construction prior to platting made by Commissioner Glenn. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 06: RESOLUTION 22-30, WEIBERG WEST CERTIFIED SUBDIVISION PLAN

Assistant Attorney Claytor read the legal title of Resolution 22-30.

RESOLUTION NO. 22-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) FOR THE WEIBERG WEST SUBDIVISION WITH CERTAIN CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

Marisa Barmby with Central Florida Regional Planning Council gave the analysis.

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

Rennie Heath, Cassidy Group, 346 East Central Avenue, Winter Haven, greeted the Commission and requested clarification of the six-month extension as related to the preliminary subdivision plat.

Assistant Attorney Claytor explained that the CSP approval would be extended if the circumstances necessitating the extension were outside of the developer's control. For example, in the event the Town does not have available capacity for the development, the CSP would not expire if the developer/development is unable to receive final plat approval.

Marisa Barmby suggested that a meeting be scheduled with Mr. Heath and the necessary Town Staff and/or consultants to discuss the details behind the Town's process regarding the six-month extension as related to the preliminary subdivision plat.

MOTION TO APPROVE Resolution 22-30 approving the Certified Subdivision Plan for the Weiberg West Subdivision and approving construction prior to platting made by Commissioner Quarles. Second by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 07: RESOLUTION 22-31, LANDINGS AT LAKE TRASK PHASE I CERTIFIED SUBDIVISION PLAN

Assistant Attorney Seth Claytor read the legal title of Resolution 22-31.

RESOLUTION NO. 22-31

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) FOR THE LANDINGS AT LAKE TRASK PHASE I SUBDIVISION WITH CERTAIN CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

Marisa Barmby with Central Florida Regional Planning Council gave the analysis.

Assistant Attorney Claytor requested that the record reflect that the same concessions that were presented and discussed for Resolution 22-30 would apply to Resolution 22-31.

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

MOTION TO APPROVE Resolution 22-31 approving the Certified Subdivision Plan for the Landings at Lake Trask Phase I Subdivision and approving construction prior to plat made by Commissioner Glenn. Second by Vice Mayor Richardson. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 08: DISCUSSION & ACTION, INTERLOCAL AGREEMENT FOR THE INTERCONNECTION OF POTABLE WATER WITH THE CITY OF WINTER HAVEN

Town Manager Davis gave the analysis.

Assistant Attorney Claytor stated that this agreement will terminate by operation of law upon the Polk Regional Water Cooperative activation.

Tracy Mercer, Interim Utilities Director, explained that we are looking for transitional wells that will support our permit and that the water through the PRWC will not be available for at least five years. This agreement with Winter Haven is a limited temporary solution.

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

MOTION TO APPROVE the Interlocal Agreement for the Interconnection of Potable Water with the City of Winter Haven made by Commissioner Goddard. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant
NAYES: None

ITEM 09: DISCUSSION & ACTION, RAYL ENGINEERING & SURVEYING, LLC AGREEMENTS

Town Manager Davis gave the analysis on the two agreements with Rayl Engineering and Surveying, LLC.

- A. Camp Endeavor Boulevard/Race Road Extension, pre-design surveying services: \$16,000. These services would be paid for out of road impact fees.
- B. Highland Avenue Splash Park, pre-design surveying services, \$8,300. These services would be paid for out of park impact fees.

Alan Rayl, Rayl Engineering and Surveying, 810 East Main Street, Bartow, explained that the two projects listed are in need of surveying services to ensure the projects are approached correctly.

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

MOTION TO APPROVE the Rayl Engineering Letter Agreement Task Order RES 22-139 and Task Order RES 22-105 pursuant to the continuing contract with Rayl Engineering for professional services made by Commissioner Glenn. Second by Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant
NAYES: None

ITEM 10: DISCUSSION, FLORIDA LEAGUE OF CITIES UNIVERSITY CERTIFICATE PROGRAM FOR ELECTED MUNICIPAL OFFICIALS

Town Manager Davis gave the analysis.

Ms. Davis stated the classes are very beneficial to the Commission members. Classes are available with virtual and in-person options and many that are in-person are held in cities in close proximity to the Town so there will be no overnight expense which lessens the financial impact to the Town.

Ms. Davis announced that Vice Mayor Richardson was appointed to the Florida League of Cities Administrative Committee which has monthly meetings from 10am – 2pm in Kissimmee beginning September 2022. Vice Mayor Richardson was also appointed to the Florida Black Caucus Elected Official Educational Committee.

Town Manager Davis requested that the Commission keep her aware of all boards and committees that they are a part of.

The Town Commission discussed the in-person and online class options that are offered for the certification program.

ITEM 11: DISCUSSION & ACTION, UTILITY TRUCK #115 REPAIR

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE the repairs of truck number #115 by Jarett Ford not to exceed \$12,523 made by Commissioner Quarles. Second by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

REPORTS FROM OFFICERS

- **POLK COUNTY SHERIFFS OFFICE**

- Deputy Lawes no longer with the Town of Dundee, his replacement began last week. Reminded the residents to lock their vehicles. Anderson will be out for surgery for a few weeks.

- **FIRE DEPARTMENT**

- In the last two weeks, there has been 1 fire, 21 rescues, and 1 hazard, 1 false alarm, 6 good intent, and 1 service call.
- Commissioner Glenn and Mayor Pennant appreciated the numbers from the Town Manager but would like someone representing the fire department present when possible.
- Mayor Pennant and Commissioner Glenn suggested that the Town Manager take applications for the new full-time fire chief position and that it should not automatically given to the current fire chief.

Town Manager Davis reminded that it was previously determined that the current fire chief would be moving from part-time to full-time. She stated that she would meet with legal counsel to investigate the charter and the personnel handbook in determining the best way to move forward.

- **TOWN ATTORNEY**

- Meeting is scheduled with the church regarding the Winn Dixie turn in.

- **TOWN MANAGER**

- Town's new planner, Lorraine Peterson, has started. She has a bachelor's degree in Geography and a master's in urban planning. She is originally from Texas and has previously worked for the Polk BOCC.
- August 25th the Polk Health Plan Mobile bus will be on-site at Town Hall.
- August 30th One Blood will be at Town Hall for blood donations.
- Town offices and library will be closed on September 5th for Labor Day.
- September 6th is the Ridge League Dinner in Auburndale, please RSVP with the Town manager by Friday.
- Thanked Rooted Outreach and Freedom Ministries for the pop-up no cost cleaning distribution to the residents yesterday.
- Recycling is improving.
-

- **COMMISSIONERS**

- **Commissioner Goddard**

- Thanked all in attendance and Town Staff
- Represented the Commission at the Church on The Hill back to school prayer meeting.
- Happy Birthday to Assistant Attorney Claytor.

- **Commissioner Glenn**

- Thanked all in attendance and Town Staff.
- Inquired of the beacon light crossing.
Town Manager reported that the beacon light crossing is working.
- Inquired of the auto repair code issues.
Town Manager Davis reported that the business was being conducted without a business license. The owners did not get the license within the given time frame which resulted in the water being shut off and the building chained off to prevent people from going into the building.
- Thanked Town Staff for their work at the Town while the Town Manager and Commission were at the League of Cities Conference.
- Thanked the Town for allowing him to attend the conference.
- He will be attending the League Dinner.

- **Commissioner Quarles**

- Thanked all in attendance and Town Staff.

- **Vice Mayor Richardson**

- Thanked all in attendance.
- Appreciates the Public Works team for installing the school bus stop benches.
Town Manager Davis responded that she will send a date of the scheduled install.

- **MAYOR**

- Thanked all in attendance and Town Staff for keeping things going during the conference.
- Requested update on the school traffic on 8th Street from Sgt. Anderson. Sgt. Anderson said they are still investigating options to improve the traffic, but stated options are limited.

ADJOURNMENT

Meeting adjourned at 8:21pm.

Respectfully Submitted,

Jenn Denson Garcia

Jenn Garcia, Town Clerk

APPROVAL DATE: _____

AYES: _____ **NAYS:** _____

DRAFT



TOWN COMMISSION MEETING

December 15, 2022, at 6:30 PM

-
- AGENDA ITEM TITLE:** Resolution 22-51, Woodland Ranch Estates CSP
- SUBJECT:** The Town Commission will consider approval of the Woodland Ranch Estates Certified Subdivision Plan (CSP).
- STAFF ANALYSIS:** This is an applicant-initiated request for approval of a Certified Subdivision Plan (CSP) for the Woodland Ranch Estates. A subdivision that will consist of 308 single-family lots on 116.04 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval with conditions, a Concurrency Developer's Agreement and Water Supply Allocation Agreement.
- ATTACHMENTS:** Staff Report
Resolution 22-51



**TOWN OF DUNDEE
CERTIFIED SUBDIVISION PLAN APPLICATION
STAFF REPORT**

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Town Planner

AGENDA DATE: December 13, 2022

REQUESTED ACTION: Resolution 22-51
Consider Certified Subdivision Plan (CSP) for the Woodland Ranch Estates Subdivision, further known as parcels 272825-000000-044010, 272825-000000-043020, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010.

BACKGROUND:

Woodland Ranch Estates, LLC (applicant) requests approval of Certified Subdivision Plan (CSP) for the Woodland Ranch Estates subdivision for approximately 116.04 +/- acres of land located on the eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further described as parcels 272825-000000-044010, 272825-000000-043020, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

The proposed project includes 308 single-family lots and 4.90 +/- acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD). The Town Commission approved the parks and recreation land dedication on April 13, 2021.

CERTIFIED SUBDIVISION PLAN

Per Section 7.01.07 of the Land Development Code, the purpose of the Certified Subdivision Plan (CSP) is to allow town staff to perform a technical review of all proposed site improvements and serves as the basis upon which the final plat is prepared. Upon approval of the CSP, the applicant may proceed with permitting for installation of improvements, including:

- tree removal
- clearing and grubbing
- installation of streets and utilities
- installation of stormwater management systems.

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

The Site Plan portion of the proposed Certified Subdivision Plan is attached. A copy of the complete proposed Certified Subdivision Plan is on file with the Town Clerk.

CSP Comments

As required, the CSP is substantially similar to the Preliminary Site Plan. The Polk County School Board issued a binding letter of concurrency for this project. The School Board will reserve the seats for 18 months after the approval of the Certified Subdivision Plan. The applicant will have to provide driveway and traffic system approvals from Polk County as H.L. Smith Road is a County maintained road. The roads internal to the subdivision are anticipated to be dedicated and accepted by the Town of Dundee. Construction plans must be approved by Town staff prior to issuance of construction permits. Construction plan approval includes receipt of all approvals from outside agencies.

Consistent with Section 7.01.09, the applicant is requesting the Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to actual final platting. In granting any such approval, the Town Commission may impose such conditions, restrictions, and/or time schedules as may be deemed necessary in the public interest.

Conditions

Conditions related to technical review are included in the resolution for Woodland Ranch Estates.

Town Commission Review

Following its own review, the Town Commission shall either approve the CSP or disapprove with reasons stated. The Town Commission has the authority to approval or disapprove any street name. Should any adverse review comment or recommendation be made by the Town Commission which may require a revision of the proposed CSP, the necessary revisions may be made for reconsideration at the applicable step within the review process.

MOTION OPTIONS:

1. I move approval of Resolution 22-51 approving the Certified Subdivision Plan for the Woodland Ranch Estates Phases 1&2 Subdivision and approving construction prior to platting.

2. I move approval of Resolution 22-51 with conditions approving the Certified Subdivision Plan for the Woodland Ranch Estates Subdivision and approving construction prior to platting.
 3. I move continuing this item to a date and time certain.
-

Attachment: Resolution 21-51 (with CSP Plan)

RESOLUTION NO. 22-51

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES SUBDIVISION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the proposed Woodland Ranch Estates Subdivision (the "Subdivision") is to occur on approximately 116.04 +/- acres which are located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043020, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010 attached hereto as Appendix A and incorporated herein by reference; and

WHEREAS, the location map for the Subdivision is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code, Woodland Ranch Estates, LLC., submitted a Certified Subdivision Plan (the "CSP") the Subdivision for approval by the Town Commission of the Town of Dundee, Florida; and

WHEREAS, the CSP is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the CSP includes 308 single-family lots and 4.90 acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD); and

WHEREAS, Phases I and II were combined into one project on January 25, 2022, and

WHEREAS, on August 24, 2021, Phase 1 and January 25, 2022, for Phase 2, the Town Commission approved a credit for 4.90 +/- acres, in total of privately owned recreation and open space; and

WHEREAS, Woodland Ranch Estates, LLC., complied with the requirements set forth in Section 7.01.07 of the Town of Dundee Land Development Code regarding the preparation of the CSP for the development of the infrastructure required to be installed the Subdivision; and

WHEREAS, Woodland Ranch Estates, LLC., requests the Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision

improvements prior to actual final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Certified Subdivision Plan (the "CSP") for the Woodland Ranch Estates Subdivision (the "Subdivision") is attached hereto as Exhibit B and incorporated herein by reference. The Subdivision is located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043020, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010 and is depicted by the location map which is attached hereto as Exhibit "A" and incorporated herein by reference. The CSP was presented to the Town Commission for approval on the 13th day of December 2022.

The Town Commission having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution.

3. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
4. A developer's agreement is required to address concurrency related deficiency in the Town's ability to provide the necessary and required potable water utility to the proposed development.
5. In the event the construction of the required infrastructure systems and improvements are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the

Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with adequate performance security and adequate defect security pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "adequate performance security" and "adequate defect security" shall mean, at a minimum, as follows:

- (a) Adequate performance security shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) Adequate defect security shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to

the parties to the instrument or as otherwise set forth in an applicable agreement.

6. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 13th day of December 2022.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

Town Clerk – Jenn Garcia

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

Resolution 22-51
Woodland Ranch Estates Certified Subdivision Plan (CSP)
Page 5

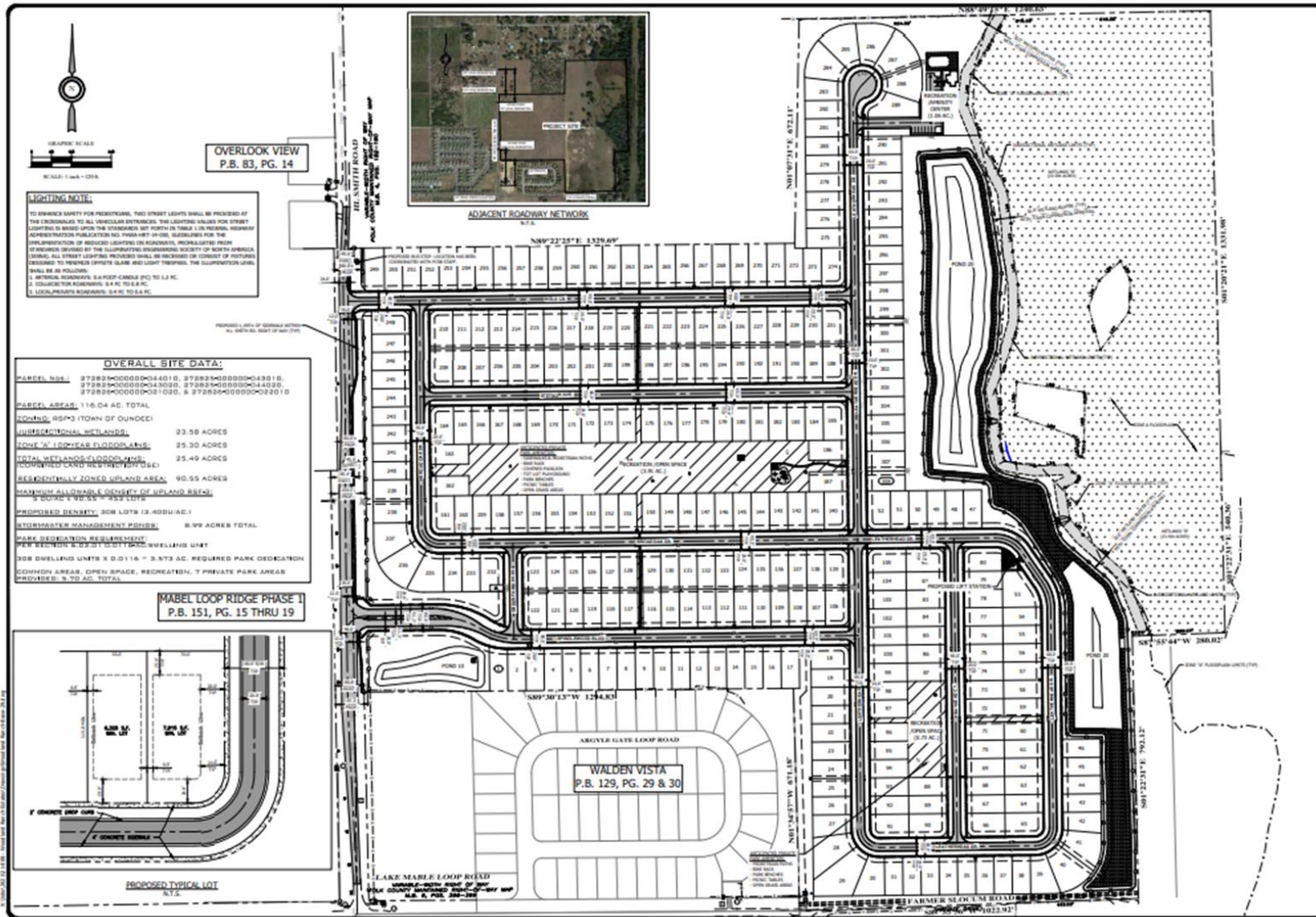
**RESOLUTION 22-51 EXHIBIT A
LOCATION MAP**

Lorraine Peterson, Development Director



Lorraine Peterson, Development Director

RESOLUTION 22-51 EXHIBIT B CERTIFIED SUBDIVISION PLAN



OVERLOOK VIEW
P.B. 83, PG. 14

LIGHTING NOTE:
TO ENSURE SAFETY FOR PEDESTRIANS, TWO STREET LIGHTS SHALL BE PROVIDED AT THE INTERSECTIONS TO ALL VEHICULAR ENTRANCES. THE LIGHTING VALUES FOR STREET LIGHTING IS BASED UPON THE REQUIREMENTS SET FORTH IN TABLE 1.16. PEDESTRIAN APPROPRIATION PUBLICATION NO. 3 FROM IESNA, 2008. GUIDELINES FOR THE IMPLEMENTATION OF REQUIRED LIGHTING ON ROADWAYS, INCLUDING RECOMMENDED VALUES, DERIVED BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA). ALL STREET LIGHTING FIXTURES SHALL BE RECESSED OR CONCEALED OR POSITIONED TO PREVENT GLARE AND LIGHT TRESPASS. THE ILLUMINATION LEVEL SHALL BE AS FOLLOWS:
1. INTERIOR ROADWAYS: 0.4 FOOT CANDLES (FC) TO 1.3 FC.
2. COLLECTOR ROADWAYS: 0.4 FC TO 0.8 FC.
3. LOCAL/NEIGHBORHOOD: 0.4 FC TO 0.8 FC.

OVERALL SITE DATA:

PARCEL NOS.:
 372824000000042010, 372824000000043010,
 372824000000043020, 372824000000044000,
 372824000000045000, 372824000000046000,
 372824000000047000, 372824000000048000,
 372824000000049000, 372824000000050000

TOTAL AREA: 116.04 AC. TOTAL

COMMERCIAL USES: 23.58 ACRES

RESIDENTIAL USES: 25.30 ACRES

TOTAL DEVELOPABLE AREA: 25.49 ACRES

PERMITTED LAND USES: 90.55 ACRES

MAXIMUM ALLOWABLE DENSITY OF UPLAND BIRD:
 5 BIRDS PER 100 SQ FT OF UPLAND BIRD

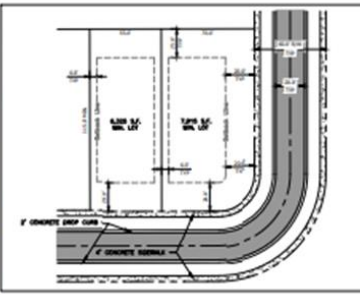
PROMISED BENEFIT: 508 LOTS (3,400 AC.)

WATER MANAGEMENT: 8.99 ACRES TOTAL

PARK REQUIREMENTS:
 PER SECTION 8.03.01.01: 508 DWELLING UNITS
 508 DWELLING UNITS X 0.0116 = 5.873 AC. REQUIRED PARK DEDICATION

COMMON AREAS, OPEN SPACE, RECREATION, 7 PRIVATE PARK AREAS PROVIDED: 5.70 AC. TOTAL

MABEL LOOP RIDGE PHASE 1
P.B. 151, PG. 15 THRU 19



OVERALL DEVELOPMENT PLAN

HUNTER
AN EXCLUSIVE

Prepared For:
WOODLAND RANCH ESTATES, LLC
14400 WOODLAND RANCH ROAD, SUITE 100
WOODLAND, CALIFORNIA 95666
Phone: 916.937.1111
Fax: 916.937.1112

Certified Subdivision Plan
By:
Woodland Ranch Estates
Town of Colusa, California

Date: September 29, 2022
Project No.: 22-018

C104



TOWN COMMISSION MEETING

December 13, 2022, at 6:30 PM

AGENDA ITEM TITLE: Discussion & Action, RFP 22-06 Portable Event Stage Trailer

SUBJECT: The Town Commission will consider authorizing the Town Manger to release a Request for Proposal (RFP) for a Portable Event Stage Trailer.

STAFF ANALYSIS: RFP 22-06 is for quotes for a Portable Event Stage Trailer. The Town Commission approved this purchase in the 22-23 budget.

Upon approval, RFP 22-06 will be released for bid.

FISCAL IMPACT: None.

STAFF RECOMMENDATION: Approval to authorize the Town Manager to release RFP 22-06.

ATTACHMENTS: RFP 22-06

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR MOBILE EVENT STAGE TRAILER

RFP NUMBER: 22-06

Responses are due by 4:30PM on January 05, 2023

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 20-06
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Jenn Garcia
Assistant Town Manager/Town Clerk
Town of Dundee
Email: JGarcia@TownofDundee.com
(863) 438-8330, Ext 258

TABLE OF CONTENTS

REQUEST FOR PROPOSAL TERMS
AND CONDITIONS
WORK SUMMARY
PROPOSAL/BID FORM
DRAWINGS/DEPICTIONS
AFFIDAVIT CERTIFICATION IMMIGRATION.....A1
AFFIDAVIT NONCOLLUSIONA2
CERTIFICATION OF DRUG-FREE WORKPLACE.....A3
SALES TAX SAVINGS FORMA4

Please note that the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 22-06, re-advertise RFP 22-06, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.



RFP 22-06
FY 2022-23 MOBILE EVENT STAGE TRAILER

Sealed Bids marked "**SEALED BID – FY 2022-23 Mobile Event Stage Trailer**" will be received by the Town Manager of the Town of Dundee, Florida, until **January 05, 2023, at 4:30 P.M.**, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

14'D x 24'L mobile event stage trailer (the "Stage") that will be used for events and small concerts during Town events, and the Stage must include lighting for the stage area, electrical outlets, storage areas, stairs, generator hook up and must have stabilizer jacks. A sketch drawing of the Stage is attached to the WORK SUMMARY as Exhibit "A" and made a part hereof by reference. The Town of Dundee requires that the Stage be constructed for single person operation, and the Stage must be weatherproofed with an awning over the stage area. Bidder must supply specs and drawings of the purposed stage trailer and price must include delivery and training of the unit.

General specs that are expected:

Self-contained hydraulic system- with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

Powered protective canopy- extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

Powered stage deck- all weather folding stage deck that is equal in length to the main rear stage deck.

Highway Rated Tires- includes electric brakes on four wheels.

Heavy-duty tandem axle suspension- equalizer system allows towing over curbs and rough ground.

Pintle towing coupler- rugged lunette ring coupler.

Heavy-duty Tongue Jack- mounted on trailer tongue.

Rugged support frame- dual 18" deep steel-channel backbone main frame.

Crank leveling/support jacks- four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

Breaker panel- 125-amp capacity, (3) 20-amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

LED stage lighting- two rows of linear LED lights, one row mounted at front edge of canopy, with a second row mounted at the canopy hinge-line, providing maximum stage and performer illumination

Storage lockers- two curb-side compartments with locking hardware for equipment and systems security.

Stairs - (2) sets of steel stairs with enclosed ADA treadplate treads, adjustable leveling legs, and removable safety handrails on two sides.

DOT required- signal, marker lights, reflectors, and license light, with 12VDC connector cable.

Certified by Structural Engineer

On January 06, 2023 at 10:00AM, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Assistant Town Manager until **4:30pm on December 30, 2023**. For more information regarding this RFP 22-06, please contact **Jenn Garcia, Assistant Town Manager, (863) 438-8330 or by e-mail at JGarcia@TownofDundee.com**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

A client reference list that includes at least **three (3) references and a summary of the bidders' qualifications and experience** should be submitted in the bid packet.

The bidder shall submit a **tentative timeline** detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Assistant Town Manager, Town of Dundee, Florida, and marked RFP 22-06: MOBILE EVENT STAGE TRAILER.

The Town of Dundee welcomes your response to this RFP 22-06. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP 22-06 at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate

you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP 22-06. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 22-06, re-advertise RFP 22-06, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for Proposal For Mobile Event Stage Trailer RFP 22-06 (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public

records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGarcia@TownofDundee.com, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.

- p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered

an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
 - h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
 - i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation

purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in

delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.

- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at **1-888-464- 4218**.

CONSTRUCTION-RELATED CLAUSES

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work.

The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) **BID PRICES.**

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) **ORDERING.**

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
 - iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.
- c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement

thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the

Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker’s Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: “Statutory”
- (ii) Part Two: \$500,000.00 Each Accident
 \$500,000.00 Disease-Policy Limit
 \$500,000.00 Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 General Aggregate
- (ii) \$1,000,000.00 Products/Completed Operations Aggregate
- (iii) \$1,000,000.00 Personal and Advertising Injury
- (iv) \$1,000,000.00 Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner’s final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
 - ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
 - iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
 - iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the

contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
- i) Minimum rating of “A-” or better;
 - ii) Financial Size Category of “VII” according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

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

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

- A. The “FY 2022 – 23 MOBILE EVENT STAGE TRAILOR” (the “Stage”) will be a 14’D x 24’L mobile event stage trailer that will be used for events and small concerts during Town events, and this stage must include lighting for the stage area, electrical outlets, storage areas, stairs, generator hook up and must have stabilizer jacks. A sketch drawing of the Stage is attached hereto as Exhibit “A” and made a part hereof by reference.

The Town of Dundee requires that the Stage be constructed for single person operation, and the Stage must be weatherproofed with an awning over the stage area. Bidder must supply specs and drawings of the purposed stage trailer and the price shall include delivery and training of the unit.

Self-contained hydraulic system - with remote control pendant, deep-cycle batteries, and battery charger, for fast, easy, one-person set up.

Powered protective canopy - extends beyond the front edge and sides of the stage for full coverage, includes automatic mechanical and hydraulic dual-safety canopy locking systems.

Powered stage deck - all weather folding stage deck that is equal in length to the main rear stage deck.

Highway Rated Tires - includes electric brakes on four wheels.

Heavy-duty tandem axle suspension – equalizer system allows towing over curbs and rough ground.

Pintle towing coupler - rugged lunette ring coupler.

Heavy-duty Tongue Jack - mounted on trailer tongue.

Rugged support frame - dual 18” deep steel-channel backbone main frame.

Crank leveling/support jacks - four (4) 25,000lb capacity, corner jacks pivot for extra ground clearance during towing and reduced cranking during setup.

Breaker panel - 125-amp capacity, (3) 20-amp breakers, 50ft of 10/3 W cable, receptacles at each inside end of stage, and in mechanical compartment.

LED stage lighting - two rows of linear LED lights, one row mounted at front edge of canopy, with a second row mounted at the canopy hinge-line, providing maximum stage and performer illumination

Storage lockers - two curb-side compartments with locking hardware for equipment and systems security.

Stairs - (2) sets of steel stairs with enclosed ADA treadplate treads, adjustable leveling legs, and removable safety handrails on two sides.

DOT required - signal, marker lights, reflectors, and license light, with 12VDC connector cable.

The Stage shall be inspected and certified by a Structural Engineer licensed in the State of Florida.

- B. Project to be completed in accordance with the Contract Documents which includes, but is not limited to, Work Summary, Terms and Conditions and the request for proposal.
- C. If awarded, the Contract(s) will be awarded on the basis of the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

1.02 – CONTRACTOR USE OF SITE- if applicable

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump

sum basis for the estimated length of street paving.

1.03 – SEQUENCE OF WORK

- A. The Town of Dundee reserves the right to determine at what location(s) the Stage will be completed and in what order.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.



BID FORM
FY 2022-23 MOBILE EVENT STAGE TRAILOR

RETURN DATE: January 05, 2023 by 4:30pm
 RETURN TO: Office of the Town Clerk
 Attn: RFP 20-06
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

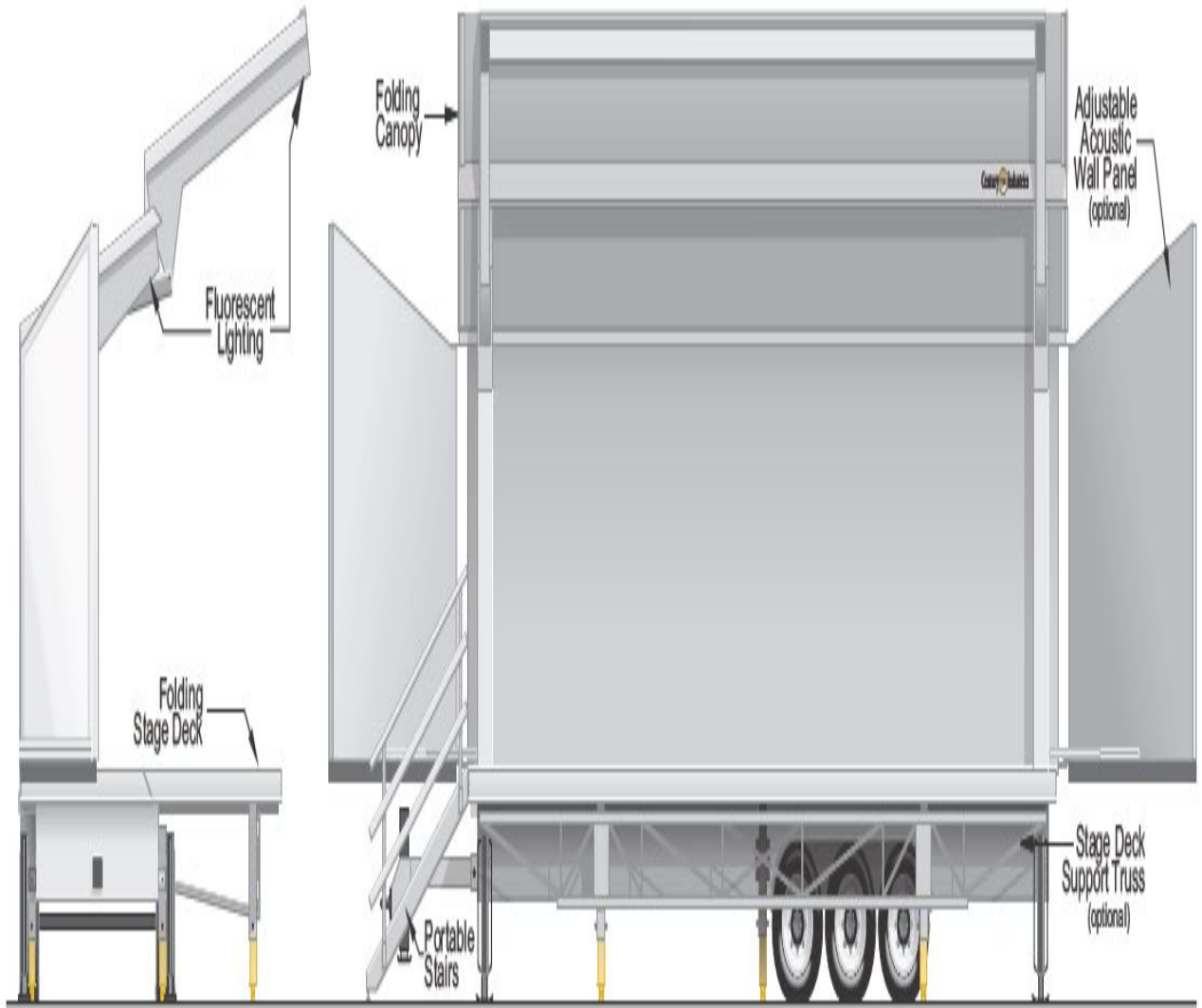
Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

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

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Contractor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



TOWN COMMISSION MEETING

DEC 13, 2022, at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, LAKE MARIE PLAYGROUND FENCE REPLACEMENT

SUBJECT: The Town Commission will consider approval of the recommended vendor for the Lake Marie Playground Fence Replacement.

STAFF ANALYSIS: The Lake Marie Playground fence and the two 6-foot drive through gates need repair and were approved in the 2022 – 2023 budget.

Town Staff has received three quotes and recommending the Walker Fence Co. for the project as the most economical.

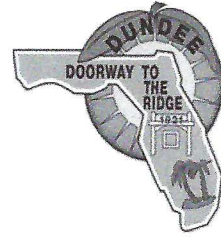
Vendor Name	Quote Amount
Walkers Fence Co.	\$6,892.16
Summerlin Fence & Feed, Inc	\$9400.00
Superior Fence & Rail, Inc	\$14,630.51

FISCAL IMPACT: \$6892.16

STAFF RECOMMENDATION: Approval of Walker Fence Co. as the awarded vendor for the Lake Marie Fence Replacement project at the quoted amount of \$6,892.16.

ATTACHMENTS: Lake Marie Fence Project Quote Sheet

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 12/2/2022

DEPARTMENT: PARKS AND RECS

NAME OF PERSON SECURING THE QUOTE: JOHNATHON VICE

GENERAL DESCRIPTION OF ITEM: REPLACEING CHAINLINK FENCE AT LAKE MARIE PARK
4FT HIGH AND 342FT IN LENGTH AND REPLACE A
12FT DOUBLE GATE OPENING

Vendor Selected:

VENDOR #1

COMPANY NAME: WALKERS FENCE CO

CONTACT NUMBER: 863-967-7748

NAME OF REPRESENTATIVE: MARCUS

PRICE: \$6892.16

SHIPPING: N/A

COMMENTS: REPLACEING FENCE WITH GALV FENCE

Vendor Selected:

VENDOR #2

COMPANY NAME: SUMMERLIN FENCE & FEED INC

CONTACT NUMBER: 863-422-4537

NAME OF REPRESENTATIVE: RANDY S.

PRICE: \$9400.00

SHIPPING: N/A

COMMENTS: REPLACEING FENCE WITH GALV FENCE

Vendor Selected:

VENDOR #3

COMPANY NAME: SUPERIOR FENCE&RAIL INC

CONTACT NUMBER: 863-229-2762

NAME OF REPRESENTATIVE: DAVID

PRICE: \$14630.51

SHIPPING: N/A

COMMENTS: REPLACEING FENCE WITH GALV FENCE

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathon Vice*

DATE: 12/2/2022

FINANCE DIRECTOR APPROVAL: *[Signature]*

DATE: 12/2/2022

TOWN MANAGER APPROVAL: *[Signature]*

DATE: 12/2/2022

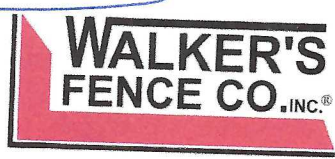
ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:

Revised 11-17-22

Item 3.

Quote Date June 21 2022
 Invoice No. _____ / Date _____
 Completion Date _____ Posted _____



1028 Highway 92 West • Auburndale, FL 33823
 Phone: (863) 967-7748 • (863) 666-1330
 Fax: (863) 967-4168

Source of Lead John Vice
 Home/Cell Telephone No. 514-CC3C

Proposal To City of Dundee

Address Across from 603 Wk Marie Dr.

City Dundee Zip _____

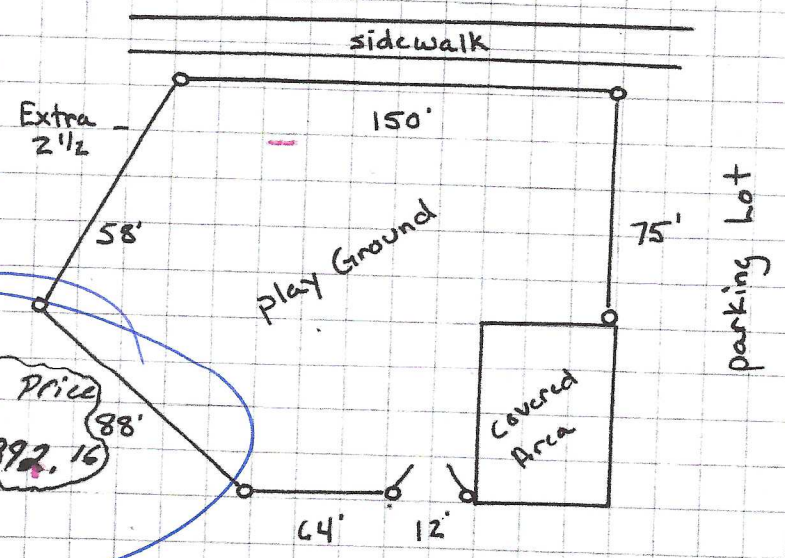
Work No. _____
 Fax No. _____

Total Height 4' Top Rail 1518 Walk Gate Post -
 Post Spaced 10' Line Post 2" Drive Gate Posts 2 1/2
 Gauge 9 11 1/2 End Post 2 1/2 Gate Frames 1518
 Knuckled Corner Post 2 1/2
 Safeguard Fence Type (s) Galv c/l

Posts set in concrete Yes No
 Stakes Visible Yes No
 Flagged Yes No
 Tentative Install Date 7-9 weeks

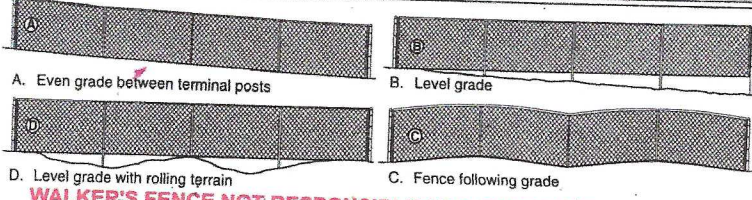
447'	Complete Fence With - Without Top Rail
	Complete Fence With - Without Top Rail
8	2 1/2 Terminal Posts
	Terminal Posts
	Off-Set
	Tie-On
1	12'w Gate
	Gate
	Gate
	Gate
Yes	Ten Wire

~~IN BLACK VINYL COATED~~
~~light commercial same specs~~
~~\$7898.32~~



Salesman Marcus
 Total Contract Price \$ 6,237.34
 Deposit \$ _____
BALANCE DUE UPON COMPLETION OF JOB \$

Total Price \$6,892.16



All work will be performed in a professional quality manner in accordance with standard trade practices. **Location of property lines and/or damage to underground objects or utilities not located by the Locating Service are the responsibility of the owner.** Unless specified, quotations do not include grading, brushing or jackhammer work, which are charged by the hour as needed. Walker's Fence Co. reserves the right to repossess all material delivered to or installed on the job, if payment is not made as specified. The customer will be responsible for all materials delivered to job site and/or to customer. The customer agrees to hold the company harmless for all claims arising from questions of survey of said property of location of said lines and

WALKER'S FENCE NOT RESPONSIBLE FOR IRRIGATION

from claims for personal injury, property damage or trespass from or by means of the installation of said fence material. Not responsible for loss due to wind, rain, flood or other natural causes. This proposal becomes a contract when accepted by both parties. Interest will be charged at 1.5% per month on accounts over 30 days. Costs of collection and attorney fees if any, will be added. **NOTICE TO BUYER: THERE IS 20% CANCELLATION FEE ON THIS CONTRACT WHICH REPRESENTS LIQUIDATED DAMAGES.** Purchasers of cypress wood fences installed by Walker's Fence Co. are informed of the following: Fence wood materials are rough mill-cut pieces. This wood has knots, a rough surface and is of the "rustic" appearance. Cypress is a wood that shrinks in hot weather and small gaps will appear between boards. Cracks in the wood are common and an accepted occurrence. Our guarantee covers workmanship **ONLY** on wood fences. **CUSTOMER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING PERMITS UNLESS SPECIFICALLY STATED OTHERWISE IN THIS CONTRACT.**

I have read, understood and accepted the above contract terms and conditions:

White: Office Copy

Signature of Buyer

Yellow: Customer Copy

Date

Summerlin Fence & Feed Inc.

909 U.S. 17-92 South

P.O. Box 981

Davenport, Florida 33836

Ph: 863-422-4537 Fax: 863-422-9579

Town of Dundee	Date: November 28, 2022
	Terms:
	FOB
We are pleased to quote the following	

Lake Marie Park

Install approx. 429' of 4' commercial chain link fence w/1-14' double swing gate.
 Town will be demolishing existing fence.
 Project will be quoted 2 ways, Black and galvanized.

Materials

- 2" x 6' SS 40 Line posts
- 2 1/2" x 6' SS 40 Terminal posts
- 3" x 7' SS 40 Gate posts
- 1 5/8" SS 20 Top rail
- 6 Ga. Bottom tension wire
- 2 x 9 Ga. Galv. Fabric, 2 x 6 Ga. Black vinyl coated Fabric
- All post set in concrete

Estimated Total

Galv. \$9,400.00

~~Black \$12,900.00~~

Quote valid for 30 days or December 28, 2022

David Scola david.scola@sfrpolk.com (863) 229-2762

4ft Tall Galvanized Chainlink (Commercial)

4'H Commercial Galvanized Chain-Link

Galvanized

Features & Benefits

- Superior Chain Link Specification
- Includes Top Rail & Tension Wire
- Commercial Grade Framework

Specifications

- Post: 2" // 2-1/2"
- Rail: 1-5/8" x 21'
- Picket: 9 ga.

o
 O

Choose this package ↓

Included in the job

112' Double Gate

427 Linear Feet - Take Down and Haul Away

Job Notes

Tear Down Haul Off Cost (\$1200)

No returns for special order products

Today's Price: **4ft Tall Galvanized Chainlink (Commercial)** \$14,630.51

Choose your payment method

Pay with ACH/E-Check Save \$219.46	\$14,411.05
Pay with Credit Card	\$14,630.51
	Contact Sales



TOWN COMMISSION MEETING

December 13, 2022 at 6:30 PM

AGENDA ITEM TITLE: Discussion & Action, Winter Haven Economic Development Council Membership

SUBJECT: The Town Commission will discuss and consider approval of a membership with Winter Haven for Economic Development Council.

STAFF ANALYSIS: Town of Dundee Staff would like to recommend that we join the Winter Haven Economic Development Council Membership.

This membership will allow Dundee to establish an ongoing plan not just for the increase of residential homes, but add some context to our Commercial plan to increase our knowledge and approach to bring a balance to the Town of Dundee Commercial growth in addition to the extraordinary residential growth we are currently experiencing.

This membership will bring an analysis of a land-use study for the Town of Dundee to better understand the benefits of various land uses within our commercial aspect.

FISCAL IMPACT: \$20,000

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Winter Haven Economic Development Membership Opportunity Letter
 Winter Haven Economic Development Membership Partner Application

Municipal Partner



The WHEDC is a private, non-profit economic development organization with a mission to assist the public and private sectors to create a resilient, inclusive, and equitable economy in Winter Haven and surrounding areas. Partnerships and collaboration are key to aligning resources that attract new businesses, investment and growth in the Winter Haven area and beyond. Join the WHEDC to show your support and to participate in our success!

-  Twitter: _____
-  Facebook: _____
-  LinkedIn (B): _____
-  LinkedIn (P): _____

Complete the form below to apply to membership.

Board Member Name

Company Name

Website Address

Work Email Address

Office Phone Number

Area Code

Phone Number

Cell Phone Number

Area Code

Phone Number

Company Address

Address

City

Address Line 2

Zip Code

Annual Membership Fees

- \$20,000 (Please make check payable to: Winter Haven Economic Development Council)

Signature

_____ Designated Representative

Submit Application

Return Application To:

Winter Haven Economic Development Council

150 3rd Street SW, Suite 206

Winter Haven, FL 33880

P: 863.837.5280

E: contact@whedc.com

Thank You For Your Support



TO Tandra Davis, Manager – Town of Dundee Manager
Lorraine Peterson, Planner –Town of Dundee

FROM Bruce Lyon, President –Winter Haven
Economic Development Council (WHEDC)
Jennifer Romberger, Director of Entrepreneurship

DATE December 6, 2022

RE WHEDC Membership

Thank you for taking the time to meet with the Winter Haven Economic Development Council (WHEDC) to discuss local economic growth opportunities and how we might collaborate to bring new economic development opportunities to the Town of Dundee. We're excited for the opportunity to collaborate!

As we mentioned, the WHEDC was started in response to the real estate recession and since then we have worked to bring a variety of new investment and employment opportunities to the community. Our desire is to create an economically diverse community with jobs for all skill levels. Over the past several years Winter Haven has added approximately 25,000 new residents, over \$200 million in new investments downtown, more than 400 new apartments are underway, two new hotels are under construction, and we've seen more than \$200 million in industrial investment since 2020, with more coming soon.

The Town of Dundee is experiencing its own valuable growth and development and we look forward to collaborating with you to bring even more focused effort and attention to Dundee's economic development opportunities – including referrals of businesses that are interested in locating in this area.

Annual membership in the WHEDC will provide you access to focused economic development support, participation and executive networking at our bi-monthly board meetings and access to decision-makers from across the region. We are confident your membership with the WHEDC will have a dramatic influence on Dundee. Additional membership benefits are described below. Please do not hesitate to contact us should you have any further questions.

page 2:
WHEDC Membership outline



Benefits of Membership with WHEDC: \$20,000

- WHEDC will work with community leaders to build a market-oriented approach to land-use patterns that will encourage economic opportunities for Dundee, with the understanding that results take time. Often it can take 3-5 years to start to reap the benefits.
- WHEDC will support an analysis of a land-use study for the Town of Dundee to better understand the benefits of various land uses.
- WHEDC will help to facilitate economic development leads when compatible with Dundee's goals and appropriate site are available.
- WHEDC will consult with town leadership and developers to lay the groundwork for a potential business or industrial park.
- WHEDC will provide support for entrepreneurs & small businesses.
 - Specialty training – networking – start-up resources
 - Help to produce material that promote the town for prospective businesses.
 - We will help to promote a healthy business climate within the community.
 - Facilitate programs for business retention and expansion for existing businesses.
- WHEDC staff will be available to support Town Management on economic development matters throughout the year.



TOWN COMMISSION MEETING

December 13, 2022 at 6:30 PM

AGENDA ITEM TITLE:	Discuss and Action, MLK Parade Road Closure
SUBJECT:	Town Commission will discuss and consider approval of necessary road closures for the 2023 MLK Parade route
STAFF ANALYSIS:	CCOD is planning the 2023 MLK Parade and is requesting that the necessary roads be closed for the parade. Upon approval of the Commission, Town Staff will submit the necessary application to FDOT. There are two proposed routes for the Commissions consideration.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	At the pleasure of the commission, to approve a Road closure for 2023 MLK Parade
ATTACHMENTS:	Application and proposed routes







Dundee Fire and Rescue Department

Item 6.

Fire Safety Inspection

118 Merrill Ave. Dundee, FL 33838

Office Phone: (863) 419-3104

Fire Inspection Inspection Result

Status
Completed with failures

Inspected by
Joseph Carbone

Completed at
12/05/2022 11:50

Business Address Suite	City	State	Zip
202 E MAIN ST --	DUNDEE	FL	33838
	Business Name	Building Type	
	Town Hall	(1549 - Library Public)	

Next inspection scheduled to be conducted on or after 12/05/2023.

Item	Result	Remarks
Is a light-weight roof (R), floor (F), or roof-floor (RF) sign posted, if applicable?	Fail	Light Weight truss signs are required to be displayed at entry points to the building.

Item	Result	Remarks
Electrical Other	Fail	The use of extension cords must be removed within 90 days in accordance with NFPA 10.3.3.1

Inspection Signatures

Item 6.

Occupancy Contact Signature

Unable to sign:

Not present

Inspector Signature



Jon Vice
Business
863-514-6636
jvice@townofdundee.com



TOWN COMMISSION MEETING

December 13, 2022 at 6:30 PM

Item 6.

AGENDA ITEM TITLE:

Discussion, Town wide Fire Inspections

SUBJECT:

Chief Carbon will give report for discussion that as of December 1, 2022, the Town of Dundee Fire Department began commencement of Town wide annual fire inspections for all businesses.

STAFF ANALYSIS:

The Dundee Fire Department kicked off its Fire Prevention initiative on December 1, 2022. All businesses within the town limits will be inspected for fire code compliance annually. This initiative will not only bring the department into compliance but will also significantly reduce the chance of fire and promote life safety with our businesses. This task will be accomplished by increasing the number of state certified fire inspectors. Until recently, we had one part time firefighter with the required state certification. Assistant Chief Ray Hunt has now received his certification giving the Town two certified inspectors and another that will be on staff soon. To complete the goal of all businesses inspected, the department will dedicate a minimum of 8 hours per week for fire inspections.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

Town Hall sample inspection.



TOWN COMMISSION MEETING

December 13, 2022 at 6:30 PM

AGENDA ITEM TITLE: Discussion Item Car Wash

SUBJECT: Car Wash and Shopping Center Easement and Agreement with Owner for Ingress and Egress

STAFF ANALYSIS: Discuss 1986 Shopping Center Easement Agreement

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Pleasure of Commission

ATTACHMENTS: 1986 Shopping Center Easement Agreement

SHOPPING CENTER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated December 22 1986, is between CCI DEVELOPMENT, INC. ("Grantor") and DUNDEE RIDGE PARTNERS, a Florida general partnership ("Grantee"). The following statements are a material part of this Easement Agreement:

A. Grantee is the purchaser of a tract of land described as Parcels B, C, D & E on Exhibit "A" attached.

B. Grantor is the owner of a tract of land described as Parcel A on Exhibit "B" attached.

C. Grantor wishes to grant, and Grantee wishes to receive, easements over, under and across Parcel 2.

THEREFORE, in consideration of the covenants contained in this Easement Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Easement for Parking and Ingress and Egress:

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for the purpose of automobile parking and automobile and pedestrian ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, as these areas now exist on Parcel 2 as shown on the plot plan attached as Exhibit "C".

2. Easements for Utilities:

Grantor also grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including surface drainage rights, over, above, along, under, in and across Parcel 2 wherever these utility lines may be located. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation shall be made upon the easement area without Grantee's prior written approval. Grantor grants Grantee, its successors and assigns, the right to use, coupled with its easement, the utilities and related facilities. Grantor promises to maintain the utility lines and all related facilities located on Parcel 2 in good condition and repair.

3. Easement for Storm Sewer Line:

Grantor also grants and conveys to Grantee a non-exclusive easement and license to tap into and use the storm sewer lines and related facilities located on Parcel 2 for the purpose of surface draining any and all storm water runoff from the improvements which may, from time to time, be located on Parcel 1. In lieu of tapping into the storm sewer lines, Grantee may, at its option, surface drain its storm water runoff onto Parcel 2.

4. Maintenance:

Grantor and Grantee covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair, the parking, driveways and other common areas situated on their respective properties. The obligation of Grantor and Grantee to maintain, repair and keep in repair the parking, driveways and other common areas shall, without limiting the generality thereof, include the following:

1987 MAR -5 PM 4:45

024502

PLEASE RECORD AND RETURN TO:
HAHN, BREATHTHIT, & WATSON
P. O. BOX 38
LAKELAND, FLORIDA 33802

50

R

THIS INSTRUMENT WAS PREPARED BY
STEPHEN C. WATSON, Attorney at Law
P. O. BOX 38, LAKELAND, FL 33802

33

A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; maintaining all trash receptacles with appropriate view blockage and same shall not open onto the property of the other or be serviced from the property of the other;

C. Placing, keeping in repair and replacing any necessary, appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required;

D. Maintaining any perimeter walls in good condition and state of repair; and

E. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping these areas at all times adequately weeded, fertilized and watered.

5. Barriers:

Grantee may erect curbs, fences and landscaping on Parcel 1 in order to define the premises to be conveyed and Parcel 2. Grantor shall not detract from the parking and access rights of Grantee or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, to, from and between Parcel 1 and Parcel 2.

6. Parking Ratio and Changes to Common Areas:

Grantor agrees that the parking areas on Parcel 2 shall contain not less than four and one-half parking spaces, per 1,000 square feet of leasable space and that the parking spaces, access drives and other common areas located within 200 feet of Parcel 1 shall not be changed or modified without Grantee's consent.

7. Rules and Regulations:

Grantor and Grantee shall have the right to enact reasonable rules concerning the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties. Grantor shall not allow its employees or the employees of the other tenants on Parcel 2 to park on Parcel 1 or within 50 feet of its boundaries.

8. Compliance with Laws and Regulations:

Grantor and Grantee covenant and agree, with respect to their own properties, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to costs and attorney's fees) arising out of, or in any way related to, Grantor's or Grantee's failure to maintain their respective properties in a safe condition. Grantor and Grantee shall give prompt and timely notice of any claim made, or suit or action commenced, against the other party which would in any way result in indemnification under this Easement Agreement.

9. Maintenance Expenses:

Grantor and Grantee further covenant and agree to pay the expense of maintaining and repairing the parking, ingress, egress and other common areas situated on their respective parcels, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such taxes of assessments, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

10. Default:

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for 30 days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of 10% per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

11. Covenants Running With Land:

The rights contained within this Easement Agreement shall run with the land and inure to, and be for the benefit of, Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties. It is the expressed intent of the parties that Grantee may freely assign all rights herein stated to any subsequent purchaser of Grantee without the consent of Grantor or its successors.

12. Covenants of Title and Quiet Enjoyment:

Grantor warrants that it has good and indefeasible fee simple title to Parcel 2, and Grantor warrants and will defend the title to the easement premises owned by Grantor and will indemnify Grantee against any damage and expense which Grantee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the easement premises.

13. Lot Lights:

Grantor agrees that the lot lights located within 100 feet of Parcel 1 shall be lit during the morning and evening hours while Grantee's business is open, as natural light availability dictates. Grantee shall have the right to approve any changes or alterations to the lot lights located within 100 feet of Parcel 1.

14. Termination of Liability:

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this agreement occurring after a transfer, except that Grantee shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

15. Construction:

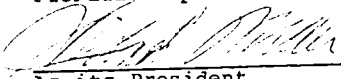
The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

16. Notice:

Grantor's address is Post Office Box 507, Lakeland, Florida 33802 and Grantee's address is Post Office Box 38, Lakeland, Florida 33802. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

To indicate their consent to this Easement Agreement, Grantor and Grantee, or their authorized officers or representatives, have signed this document.

GRANTOR:
CCI Development, Inc.,
Florida Corporation



As its President

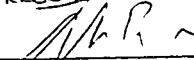
ATTEST:


As its Secretary

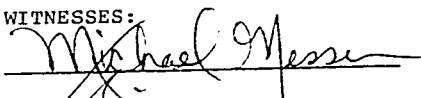
(Corporate Seal)



GRANTEE:
DUNDEE RIDGE PARTNERS, A
A Florida General Partnership BY
DAN KEON & ASSOCIATES, INC.

BY: 

As its General Partner, President

WITNESSES:


Witnesses as to Grantor and Grantee

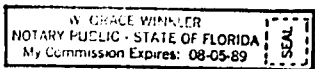
Documentary Tax Pd. \$.50
\$ _____ Intangible Tax Pd.
E. D. "Bud" Dixon, Clerk, Polk County
By: _____ Deputy Clerk

STATE OF FLORIDA,
COUNTY OF POLK.

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized to take acknowledgments, personally appeared J. RICHARD MILLER as President of CCI DEVELOPMENT, INC., a Florida corporation, known to me to be the Grantor described herein and who executed the foregoing and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the state and county aforesaid on this 2nd day of December, 1986.

W. Grace Winkler
NOTARY PUBLIC

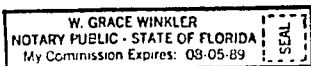


STATE OF FLORIDA,
COUNTY OF POLK.

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized to take acknowledgments, personally appeared DAN KRON as a general partner of DUNDEE RIDGE PARTNERS, a Florida general partnership, known to me to be the Grantee described herein and who executed the foregoing and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the state and county aforesaid on this 2nd day of December, 1986.

W. Grace Winkler
NOTARY PUBLIC



PRESIDENT OF DAN KRON & ASSOCIATES, INC.

DK

DESCRIPTION: (New Parcel)

Item 7.

Parcel "B": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 274.60 feet to the Northeast corner of property owned by Poppa Jay's Inc., recorded in Official Records Book 1869, Page 1454; thence South 00°26'35" West along the East boundary of said land owned by Poppa Jay's, Inc., and its Southerly extension thereof 376.23 feet to the Point of Beginning; thence continue South 00°26'35" West 182.00 feet; thence South 89°23'50" West 163.34 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway 27); said right-of-way line being a curve concaved Westerly having a central angle of 00°50'17", a radius of 11,584.16 feet, a chord-bearing of North 11°19'51" West, and a chord-distance of 169.44 feet; thence Northerly along said curve and Easterly right-of-way line 169.44 feet to the Point of Tangency; thence North 11°45'00" West along said Easterly right-of-way 15.79 feet; thence North 89°23'50" East parallel with the South line of said property owned by Poppa Jay's, Inc. 201.25 feet to the said Point of Beginning. Containing 0.76 acres, more or less.

2506 1967
POLK COUNTY, FLA.
PAGEDESCRIPTION: (New Parcel)

Parcel "C": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 274.60 feet to the Northeast corner of property owned by Poppa Jay's, Inc., recorded in Official Records Book 1869, Page 1454; thence South 00°26'35" West along the East boundary of said land owned by Poppa Jay's, Inc. 196.23 feet to the Point of Beginning, said point also being the Southeast corner of said land owned by Poppa Jay's, Inc.; thence continue South 00°26'35" West 180.00 feet; thence South 89°23'50" West parallel with the South line of said property owned by Poppa Jay's, Inc. 201.25 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway 27); thence North 11°45'00" West along said Easterly right-of-way line 183.43 feet to the Southwest corner of said property owned by Poppa Jay's, Inc.; thence North 89°23'50" East along said South line of Poppa Jay's, Inc. property, 240.00 feet to the said Point of Beginning. Containing 0.91 acres, more or less.

DESCRIPTION: (New Parcel)

Parcel "D": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East, along said Southerly right-of-way line 274.60 feet to the Point of Beginning, said point also being the Northeast corner of property owned by Poppa Jay's, Inc., recorded in Official Records Book 1869, Page 1454; thence continue North 89°23'46" East along said right-of-way line 135.00 feet; thence South 00°36'14" East 100.00 feet; thence South 10°03'58" East 97.53 feet; thence South 89°23'50" West 154.62 feet to the Southeast corner of said property owned by Poppa Jay's, Inc.; thence North 00°26'35" East along the East boundary of said Poppa Jay's, Inc. property 196.23 feet to the said Point of Beginning. Containing 0.63 acres, more or less.

DESCRIPTION: (New Parcel)

Parcel "E": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 469.60 feet to the Point of Beginning; thence continue North 89°23'46" East along said right-of-way line 144.53 feet to the Northwest corner of property owned by Dundee Church of God, recorded in Official Records Book 1030, Page 92; thence South 00°26'25" West along the East boundary of said property owned by Dundee Church of God 195.00 feet; thence South 89°23'46" West 124.01 feet; thence North 45°36'14" West 24.00 feet; thence North 00°36'14" West 178.00 feet to the said Point of Beginning. Containing 0.64 acres, more or less.

This is not a survey.

Date:
December 3, 1985Prepared by:
CHASTAIN-SKILLMAN, INC.
3114 S. Florida Avenue
Lakeland, FL 33803

EXHIBIT "B"

DESCRIPTION: (Parcel "A": Winn Dixie)

Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 274.60 feet to the Point of Beginning; thence continue North 89°23'46" East along said right-of-way line 40.00 feet; thence South 33°48'33" West 18.18 feet; thence South 00°26'35" West 144.36 feet to the Point of Curvature of a curve concave Northeasterly having a central angle of 91°02'49" and a radius of 35.00 feet; thence Southeasterly along said curve 55.62 feet to the Point of Tangency; thence North 89°23'46" East 273.89 feet to the West line of property owned by Dundee Church of God, recorded in Official Records Book 1030, Page 92; thence South 00°26'25" West along said West line 5.00 feet to the Southwest corner of said property; thence North 89°21'54" East along the South line of said property 3.35 feet; thence South 00°49'21" East 228.74 feet; thence South 43°54'04" East 97.79 feet to the South line of property owned by Town of Dundee; thence North 89°21'54" East along said South line and its Easterly extension thereof 134.27 feet; thence South 00°49'18" East 751.17 feet; thence South 89°48'45" West 464.51 feet to the Southeast corner of property owned by Gerhard E. Brown, recorded in Official Records Book 1381, Page 283; said Southeast corner being on a curve concave Westerly having a central angle of 02°01'47", a radius of 11,732.37 feet, a chord-bearing of North 08°23'26" West and a chord-distance of 415.61 feet; thence Northerly along said curve being the Easterly line of said property owned by Gerhard E. Brown and property owned by Fruitree, Inc., recorded in Official Records Book 2092, Page 710, a distance of 415.64 feet; thence South 89°23'46" West along the North line of said property owned by Fruitree, Inc. 150.00 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway 27); said right-of-way line being a curve concave Westerly having a central angle of 01°42'16", a radius of 11,584.16 feet, a chord-bearing of North 10°22'16" West and a chord-distance of 344.61 feet; thence Northerly along said curve and Easterly right-of-way line 344.62 feet; thence North 89°23'50" East parallel with the South line of property owned by Poppa Jay's Inc., recorded in Official Records Book 1869, Page 1454, a distance of 175.91 feet, thence North 00°26'35" East 280.03 feet; thence North 26°17'59" West 22.22 feet to the South line of said property owned by Poppa Jay's, Inc.; thence North 89°23'50" East along said South line 10.00 feet to the Southeast corner of said property owned by Poppa Jay's Inc.; thence North 00°26'35" East along the East line of said property 196.23 feet to the said Point of Beginning.

Item 7.

Christian
 Station

CO-1

APPROVED: [Signature]

DATE: 11/17/69

BY: [Signature]

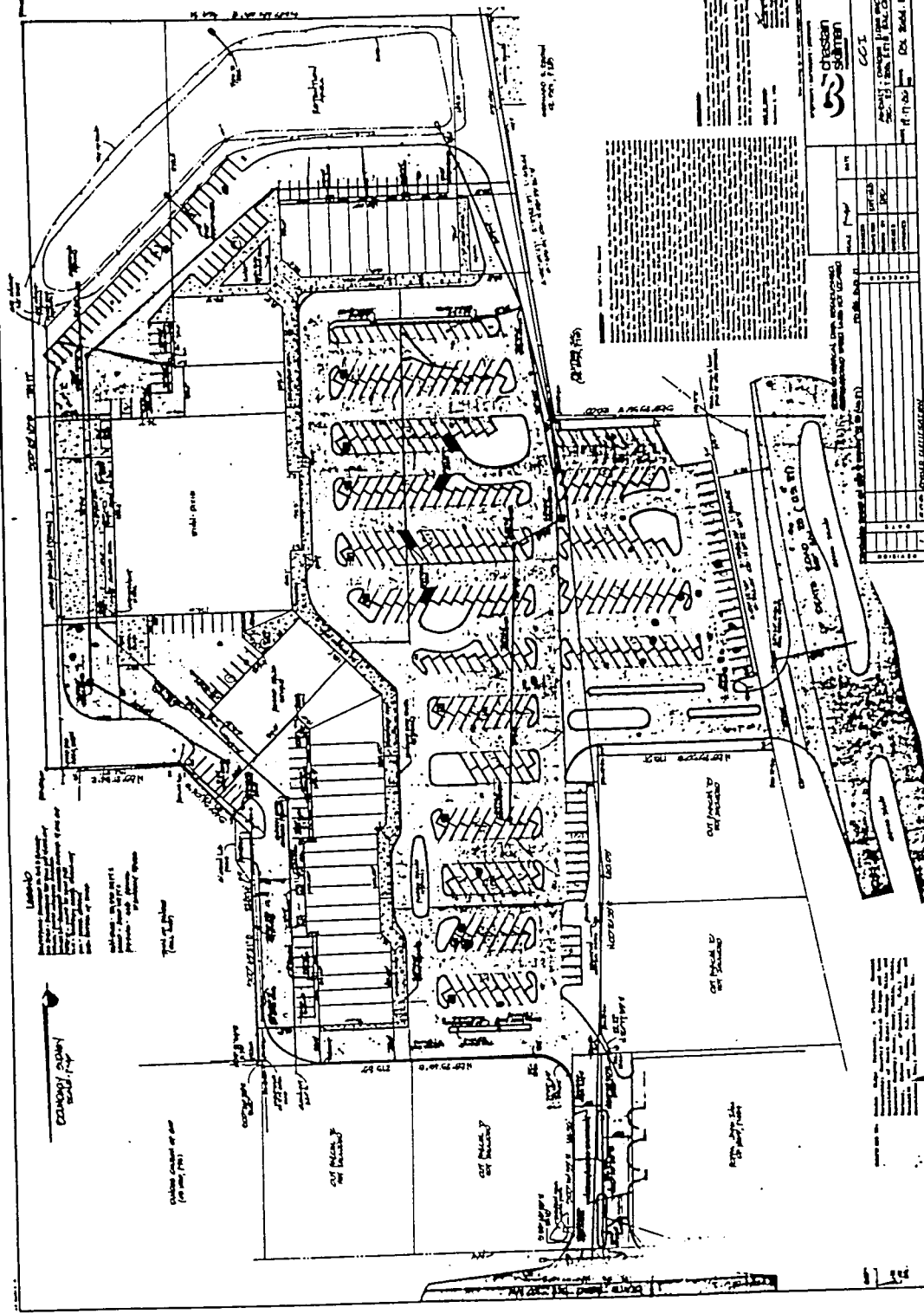
PLAT NO. 2506

SECTION 17

TOWNSHIP 17 S

RANGE 17 E

FLA. STAT. 17



FILED, RECORDED AND
 RECORD VERIFIED
 E.D. 'Bud' DIXON, Ck. Clk. Co.
 POLK COUNTY, FLA.
 BY [Signature] D.E.

PLAT NO. 2506