



## **TOWN COMMISSION MEETING AGENDA**

**January 13, 2026 at 6:30 PM**

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

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS**

**ROLL CALL**

**LETTER OF CIVILITY**

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JANUARY 13, 2026**

**A. MINUTES**

**1. December 09, 2025, Meeting Minutes**

**B. AGREEMENTS**

**1. AIG TankGuard Third Party Liability Renewal**

**2. Pitney Bowes Lease Renewal**

**3. Florida League of Cities renewal**

**4. CCOD-MLK Parade Application**

**APPROVAL OF AGENDA**

## **PRESENTATIONS**

- 1. CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) PRESENTATION**
- 2. WATER AND WASTEWATER STUDY PRESENTATION BY RAFTELIS**
- 3. DUNDEE DEPOT HISTORIC PRESERVATION AWARD**

## **NEW BUSINESS**

- 4. DISCUSSION & ACTION, ORDINANCE 25-05 ESTES/ESPERANZA PETITION FOR ANNEXATION 2ND READING**
- 5. DISCUSSION & ACTION, ORDINANCE 25-07 LEGISLATIVE MILESTONE INSPECTION(S) 2ND READING**
- 6. DISCUSSION & ACTION, ORDINANCE 25-08, CERTIFIED RECOVERY RESIDENCE(S) - 2ND READING**
- 7. DISCUSSION & ACTION, ORDINANCE 25-09 POTABLE WATER ERC(S) 2nd Reading**

## **NEW BUSINESS**

- 8. DISCUSSION & ACTION, ORDINANCE 26-01, WATER AND SEWER RATE STUDY**
- 9. DISCUSSION & ACTION, RESOLUTION 25-40 HILLCREST AVENUE RIGHT-OF-WAY VACATION**
- 10. DISCUSSION & ACTION, PURCHASE OF SANITATION GARBAGE CARTS FOR INVENTORY RESTOCK**
- 11. DISCUSSION & ACTION, DEVELOPMENT SERVICES BUILDING A/C REPLACEMENT**
- 12. DISCUSSION & ACTION, EVENT STAGE RENTAL CONTRACT**

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

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

## **REPORTS FROM OFFICERS**

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Department Updates



Town Manager  
Commissioners  
Mayor

## **ADJOURNMENT**

***PUBLIC NOTICE:*** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

*If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*



# Town of Dundee

## TOWN CLERK

Item 1.

◆ 202 East Main Street ◆ P.O. Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330

Dear Town of Dundee Resident:

Welcome to the Town of Dundee. We are truly delighted to have you with us and sincerely appreciate your interest in our vibrant community. Your thoughts and participation are invaluable.

The Town Commission invites you to help us create meetings that are not only successful but also productive as we collectively navigate our legislative processes.

To ensure that every voice is heard, public comments are limited to three (3) minutes per person. In the event of multiple speakers, you may be kindly asked to shorten your remarks.

We encourage you to consider whether your question or comment has already been addressed, as this will help us make the most of our time together.

Public Comment cards are readily available and should be submitted to the Town clerk before the meeting begins. When you take the floor, please share your name and address for the record; and, in order to provide an opportunity for all members of the delegation to participate in the meeting, please also be mindful of the time limitations applicable for all public comment(s).

In the agenda for this public meeting, the section titled **"Delegation and Comments"** provides an opportunity for all members of the delegation to speak on any matter which may or may not be agendaized for consideration and/or discussion. In order to allow meaningful participation in the democratic process, please acknowledge and adhere to the Town's "Pledge of Civility" in order to foster a respectful atmosphere. The Town Commission will not tolerate abusive language, threats, and/or any inappropriate conduct which includes, but shall not be limited to, inappropriate outbursts or addressing the commission out of turn.

These guidelines are crafted to help us govern efficiently and facilitate an orderly meeting. We genuinely hope you have a rewarding experience with your Town government.

Thank you once again for joining us!

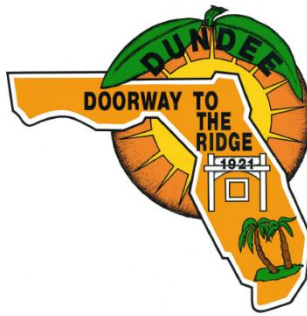
Warm regards,

Mayor Sam Pennant



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By:</b> Erica Anderson, Town Clerk	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Approval of the consent agenda			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Staff recommends approval of the 12.09.2025 TC meeting minutes			
<b>SUMMARY and/or JUSTIFICATION:</b>		The Town Commission will consider the items for approval as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports.			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
				X	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		December 9, 2025, Town Commission Meeting Minutes AIG TankGuard Third Party Liability Renewal Pitney Bowes Lease Renewal Florida League of Cities renewal			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		N/A			
<b>FISCAL IMPACT (if any):</b>		The budgetary impact as a result of the renewed items			\$8299.80+



## TOWN COMMISSION MEETING MINUTES

December 9, 2025, at 6:30 PM

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

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

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**CALL TO ORDER** at 6:30 p.m.

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Commissioner Richardson

**RECOGNITION OF SERGEANT AT ARMS** Absent

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

**ROLL CALL** taken by Town Clerk Erica Anderson

**PRESENT**

Commissioner Goddard

Commissioner Wilson

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

**LETTER OF CIVILITY** – Presented

### **1. APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR DECEMBER 9, 2025**

The minutes being reviewed include minutes from the following meetings:

A. Minutes November 18, 2025, Town Commission Meeting

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

Commissioner Goddard moved to approve the minutes from the November 18, 2025, commission meeting, seconded by Commissioner Wilson.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

## 2. APPROVAL OF AGENDA

There were no changes to the agenda.

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

Commissioner Wilson moved to approve the agenda, seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

## NEW BUSINESS

### 3. DISCUSSION & ACTION, ORDINANCE 25-05 ESTES/ESPERANZE PRITITION FOR ANNEXATION-FIRST READING

Attorney Murphy read the ordinance title into the record. Development Services Director Peterson presented the analysis.

This item was introduced by Heather E. Wertz of Absolute Engineering, Inc. Ordinance 25-05 extends the corporate limits of the Town of Dundee, Florida, to include parcel number 27-29-01-000000-012000 consisting of 40+/- acres which lies contiguous and adjacent to the present boundaries of the Town. The parcel in this petition for annexation is part of the Estes/Esperanza subdivision which is 638.76+/- acres

Approval of this annexation preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the Town of Dundee 2030 Comprehensive Plan policies, goals, and objectives.

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

Commissioner Goddard moved to approve Ordinance 25-05 to second reading, seconded by Commissioner Richardson.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

### 4. DISCUSSION & ACTION, ORDINANCE 25-07 LEGISLATIVE MILESTONE INSPECTION(S)

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

Recent amendments to Florida Statutes, specifically §553.889(11) (2025), require local governments to establish procedures ensuring that condominium and cooperative buildings subject to mandatory structural inspections commence or schedule necessary repairs within certain statutory timeframes. These requirements were adopted statewide to improve building safety, ensure timely remediation of structural deficiencies, and prevent failures associated with substantial structural deterioration.

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

A motion to approve Ordinance 25-07 for Legislative Milestone Inspections was made by Vice Mayor Quarles, seconded by Commissioner Goddard.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **5. DISCUSSION & ACTION, ORDINANCE 25-08, CERTIFIED RECOVERY RESIDENCE(S)**

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

The proposed ordinance fulfills the Town of Dundee's obligation to implement these provisions by creating Article VII, Chapter 14 of the Town's Code of Ordinances. The new article outlines procedures for reviewing and processing reasonable accommodation requests and establishes standards for certified recovery residences operating within the Town. The ordinance also includes provisions related to conflicts, severability, administrative correction of scrivener's errors, codification, and the required business impact estimate.

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

A motion to approve Ordinance 25-08 for Certified Recovery Residences was made by Commissioner Goddard, seconded by Commissioner Wilson.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **6. DISCUSSION & ACTION, ORDINANCE 25-09, POTABLE WATER ERC(S)**

Attorney Murphy read the ordinance title into the record. Town Manager Cassel provided the analysis.

The proposed ordinance amends Sections 54-3 and 54-8 of the Town of Dundee Code of Ordinances and Article 9 of the Land Development Code to revise the Town's ERC definitions, calculations, and application procedures. These amendments ensure more accurate evaluation of water system impacts associated with new development, redevelopment, and capital planning. The ordinance also updates applicable cross-references and incorporates new statutory or regulatory considerations.

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

A motion to approve Ordinance 25-09 for Potable Water ERCs was made by Commissioner Goddard, seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **7. DISCUSSION & ACTION, RESOLUTION 25-43 WOODLAND RANCH ESTATES PHASE ONE CONVEYANCES**

Attorney Murphy read the resolution title into the record. Town Manager Cassel provided the analysis.

Woodland Ranch Estates Community Development District ("CDD") has conveyed certain real property interests to the Town of Dundee, Florida, through two Special Warranty Deeds recorded on October 9, 2025, in Official Records Book 13730, Pages 45–47 and 66–68, of the Public Records of Polk County, Florida.

The conveyed properties consist of areas associated with public infrastructure or facilities intended for dedication and long-term municipal ownership and maintenance. To formalize the Town's acceptance of these properties, a

resolution is required authorizing the Town Commission to accept the conveyances affirmatively and to authorize the Town Manager to complete all actions necessary to effectuate this transfer.

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

A motion to approve Resolution 25-43 for Woodland Ranch Estates Phase One Conveyance was made by Commissioner Goddard, seconded by Commissioner Wilson.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **8. DISCUSSION & ACTION, RESOLUTION 25-45 AUTHORIZING TOWN MANAGER KEN CASSEL AS ACCOUNT SIGNATORY**

Attorney Murphy read the resolution title into the record. Town Manager Cassel provided the analysis.

The purpose of this resolution is to ensure that all Town checks are valid only when signed by the Town Manager, thereby ensuring consistent oversight and aligning financial procedures with municipal code.

Mayor Pennant opened the floor for public comment. The following persons spoke in reference to the resolution.

Michelle Thompson inquired about the number of signatures required for the town's bank accounts.

Discussion amongst the commission ensued concerning whether the correct commissioners are authorized to sign on the accounts according to the town's charter.

Alethea Pugh expressed concerns with the correct signatories being placed on the town's bank accounts.

Mayor Pennant closed public comments.

A motion to approve Resolution 25-45 authorizing Town Manager Cassel as account signatory was made by Commissioner Goddard, seconded by Commissioner Wilson.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **9. DISCUSSION & ACTION, RFP 25-05 ROAD PAVING OF CAMP ENDEAVOR BLVD. & LINCOLN AVE.**

Public Works Director Jon Vice presented this item to the commission.

Town Staff have prepared and reviewed RFP 25-05 for the paving of Camp Endeavor Blvd. and Lincoln Ave. This project was approved through the FY 25–26 budget, and staff is now seeking approval to advertise the RFP so we may solicit bids for the work. If approved, staff will proceed with advertising, and all bids will be due by January 21, 2026, at 4:00 p.m.

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

A motion to approve the advertising of RFP 25-05 was made by Commissioner Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

## **10. DISCUSSION, HIGHLANDS SPLASH PARK PHASE 1 & 2 WARRANTY**

Staff has received a request for an extension of the warranty on the asphalt parking lot. During the walk-through inspection, there were a few items that staff were not fully satisfied with. However, at this time, staff does not believe these areas warrant immediate replacement.

As a result, we have asked the subcontractor to extend the warranty for an additional six (6) months, bringing the total warranty period to eighteen (18) months. This extended warranty will continue to cover all labor and materials.

This additional time will allow the Town to monitor the areas of concern. If, toward the end of the warranty period, staff determines that the issues have not been resolved to our satisfaction, the Town will reserve the right to require the parking lot to be milled and resurfaced or resealed, including new striping, labor, and materials.

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

A consensus amongst the commission was reached to accept the additional warranty.

Voting in favor: Commissioner Richardson, Commissioner Goddard, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

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

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

Mayor Pennant opened the floor for delegations. The following persons spoke before the commission.

Drexcetel Robinson informed the commission and public of the upcoming MLK Parade, Prayer Breakfast, and Celebration hosted by (CCOD) Concerned Citizens of Dundee, all events are open to everyone.

Alethea Pugh addressed the commission concerning correspondence she sent to the town commission, town manager, and town clerk. She went on to inquire if the town would be partnering with the district (USDA) program to feed the children this summer.

## **REPORTS FROM OFFICERS**

**Polk County Sheriff's Office** – None

**Dundee Fire Department** – Year to date 1079 calls for service, with 68 calls since the last update

- 40 medical
- 4 fires
- 2 special circumstances
- 16 good intents
- 2 false alarms
- 4 public assists

**Town Attorney** – He extended holiday greetings to everyone, wishing them a Merry Christmas and a happy holiday season. He then informed the Commission of the resignation of Boswell and Dunlap, which had previously been submitted to the Town.



**Town Manager** – Town Manager Cassel provided the following updates.

- Wished everyone a merry Christmas and a blessed season
- The next Town Commission meeting will be held on Tuesday, January 13, 2026
- The Ridge League of Cities is on Thursday, December 11, 2025, in Auburndale, FL.
- The Town's Christmas Parade will take place on Saturday, December 13, 2025.
- All town offices and the library will be closed at 12 noon on Tuesday, December 23<sup>rd</sup> through the 26<sup>th</sup>, 2025. Also, town hall will be closed on Thursday, January 1, and Friday, January 2, 2026.
- Residential trash will run on a normal schedule, Monday through Wednesday, with no residential pick-up on Thursday and Friday. Commercial pick-ups will be on the normal schedule with the exception of Christmas Day.
- The Legislative Conference addressed several major topics, including ad-valorem tax issues, business tax receipts, and business tax licenses. These items will continue to be monitored to assess any potential impacts on the Town.
- Documentation for the solicitation of proposals for a new Town Attorney is currently being prepared.

### **Commissioners**

**Commissioner Goddard** - thanked the public for coming out and wished everyone a Merry Christmas and a Happy New Year. He thanked Boswell and Dunlap for their service throughout the years, as well as all commissioners. He expressed his delight with the Tree Lighting Ceremony and gave his compliments to the staff.

**Commissioner Wilson** - She stated that she was grateful to see everyone in attendance that evening and wished all a very happy and healthy holiday season. She added that she has not forgotten the reason for the season and encouraged others to do the same. She spoke about her experience at the Legislative Conference and thanked Ms. Pugh for making residents feel comfortable sharing their concerns with her. She noted that she received an email from Ms. Pugh on Saturday evening while she was attending the Legislative Conference and stated that she will review it and respond to Ms. Pugh accordingly.

**Commissioner Richardson** – She stated that, in her view, the Legislative Conference was somewhat overwhelming; however, she expressed her desire for the Town to become more engaged in the process. She provided an overview of the lobbying process discussed at the most recent legislative conference and spoke about potential proposals to reduce or eliminate certain property taxes by the governor's office, noting the possible impacts on various governmental entities such as the school board and fire department. She encouraged everyone to remain informed to better understand these developments. She concluded by expressing her interest in becoming more involved and traveling to Tallahassee to meet with state representatives. She further admonished Ms. Pugh for her knowledge of government, and she thanked the town staff and Melissa Glogowski.

**Vice Mayor Quarles** – Wished everyone a Merry Christmas and a Happy New Year.

### **Mayor**

Mayor Pennant stated he is blessed and happy to see the end of 2025; this was a year we haven't seen the likes of for a long time. He said the Town has had great representation over the past two decades and hopes we will continue with the same standard of representation in the future. He wished Attorney Murphy and his staff a happy and prosperous New Year. He admonished everyone to be appreciative of the legislative process's which is the reason for everyone here. He concluded by wishing everyone a blessed, safe, and happy Merry Christmas and a better 2026.

ADJOURNMENT at 8:03 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

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

***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 disability who needs any accommodation 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.*



# Policy Managers

Division of Chamber Insurance Agency

317 Riveredge Boulevard Suite 206  
Cocoa, Florida 32922

10/23/2025

File Number: 104231.10

Town of Dundee  
PO Box 1000  
Dundee, FL 33838

## **IMPORTANT RENEWAL NOTICE**

Re: AIG TankGuard® Program  
Insured: Town of Dundee  
Policy Number: FPL005096279  
Expiration Date: 02/14/2026

Dear Insured:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with on the date indicated above.

In order to renew the above coverage, we will require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon receipt of the fully completed Renewal Warranty the captioned policy will be automatically renewed. Please note: if there have been any material changes to the risk, we will need a fully completed renewal application.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Baldwin Krystyn Sherman Partners LLC  
4211 W Boy Scout Blvd Suite 900  
Tampa, FL 33607

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter or we will be unable to automatically renew.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,  
POLICY MANAGERS®

Lisa Sanders  
Senior Account Executive  
321-433-4065  
lsanders@policymanagers.com



**Storage Tank Third Party Liability  
TankGuard® Renewal Warranty**

**NAMED INSURED:** Town of Dundee

**INSURER:** Commerce and Industry Insurance Company

**POLICY NUMBER:** FPL005096279

**POLICY PERIOD:** 02/14/2026 to 02/14/2027

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

**If the insured would like an indication for higher limits, please indicate.**

**LIMITS DESIRED:** (each incident/aggregate)

☐ \$1 Million/\$1 Million      ☐ \$1 Million/\$2 Million      ☐ \$2 Million/\$2 Million

☐ OTHER: \_\_\_\_\_

**DEDUCTIBLE DESIRED:** (each incident)

☐ \$5,000      ☐ \$10,000      ☐ \$25,000      ☐ \$50,000      ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



**Storage Tank Third Party Liability  
TankGuard® Renewal Warranty**

**Renewal Warranty Acknowledgement**

APPLICANT:

\_\_\_\_\_  
(Signature)

Town of Dundee

APPLICANT:

\_\_\_\_\_  
(Print Name)

DATE:

\_\_\_\_\_

BROKER: Baldwin Krystyn Sherman Partners LLC

\_\_\_\_\_  
(Firm)

4211 W Boy Scout Blvd Suite 900  
Tampa, FL 33607

\_\_\_\_\_  
Street Mailing Address

\_\_\_\_\_  
(Contact Person)

\_\_\_\_\_  
(Phone #, Fax #, Email Address)

\_\_\_\_\_  
(Signature of Broker or Agent)

L002281

\_\_\_\_\_  
(License Number and State)

20-4102683

\_\_\_\_\_  
(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expiration date. Please visit our website [www.policymanagers.com](http://www.policymanagers.com) to download to application.

**NOTICE TO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

Item B.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury- in consultation with the Secretary of Homeland Security, and the Attorney General of the United States- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium:        \$6.00

\_\_\_\_\_ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

**Commerce and Industry Insurance Company**

**Return to:        Policy Managers  
317 Riveredge Blvd., Suite 206  
Cocoa, FL 32922**

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

Town of Dundee

Exp Policy #        FPL005096279

\_\_\_\_\_  
Date

Quote#:            104231.10

[illegible]

596000309

1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SP2RL	Return Lbl/Inst SendPro C C200-C300-C400
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

### Your Payment Plan

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 67.90</b>	<b>\$ 203.70</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- ( ) Tax Exempt Certificate Attached  
 ( ) Tax Exempt Certificate Not Required  
 (X) Purchase Power® transaction fees included  
 ( ) Purchase Power® transaction fees extra

### Your Signature Below

By your signature below or Purchase Order, you are entering into a Lease Agreement pursuant to the terms and conditions of the Florida STC No. 44102100-17-1. If software is included in the Order, additional terms apply. Please refer to <http://www.pb.com/state-and-local-government-solutions/states/florida> for the applicable software terms.

44102100-17-1  
 State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date



Sales Information

Item B.

Cynthia Volpe

cynthia.volpe@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



1115 Bartow Rd  
Lakeland, FL 33801

Phone: (863)686-2113

Town of Dundee  
PO Box 1000  
Dundee, FL 33838

Invoice # 366655	Page 1 of 1	Item B.
Account Number DUNDEE0-01	Date 10/21/2025	
BALANCE DUE ON 1/26/2026	Amount Due \$7,485.00	
Zip Code for Applied Pay 33838	Phone # for Applied Pay (863) 438-8330	

Please note our mailing address has been updated to a new PO Box noted below.

Surety Bonds	TRAVELERS	PolicyNumber:	105416713	Effective:	1/26/2026	to	1/26/2029
Item #	Trans Eff Date	Due Date	Trans	Description	Amount		
8383934	1/26/2026	1/26/2026	RENB	26-26 Public Office Bond Effective 1/26/2026	\$7,485.00		
Total Invoice Balance:						\$7,485.00	

#### Payment Options



ONLINE-Credit Card and ACH

3-5 Business days to process

<https://baldwingroup.appliedpay.com>



MAIL - Checks

Make checks payable to:  
The Baldwin Group  
PO Box 931266  
Atlanta GA 31193-1266



TRANSFERS - Wire

Same-day processing

Contact your Account Manager for details

# VERIFICATION CERTIFICATE

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## Independent Agent And Broker Compensation Notice

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write:

**Travelers, Agency Compensation**  
**One Tower Square**  
**Hartford, CT 06183**

# SPECIAL EVENT APPLICATION

Town of Dundee  
202 East Main Street  
Dundee, FL 33838  
863-438-8330

## Applicant Information:

Organization Name: Committed Citizens of Dundee FLORIDA INC

Is this organization classified a 501c3 status by the IRS? yes ☒ no ☐  
(if so, please provide a copy of the determination letter)

Address: 310 Dundee RD ☐ Phone: 317-508-6735  
Suite 2

## Event Contact Information:

Name: (First & Last): Dreextel Robinson

Mailing Address: P.O. BOX 418

City, ST, ZIP: Dundee, FLORIDA

Phone#: 315-508-6735 Email: KANDOO272@gmail.com

## Event Information:

Name of Event: MLK Event - MARTIN LUTHER KING Celebration

Please note: All events requesting a street closure must have approval from the Town Commission.

- ☒ Festival - an organized public gathering in a park or town area e.g. Art Show
- ☐ Organized Competitive Event - a planned race, walk, tournament or other contest
- ☒ Parade/Walk - a public or private march, run, walk or parade of any kind.
- ☐ Circus or Carnival
- ☐ Other: \_\_\_\_\_

Event Description: Celebration of Life and Legacy of MLK

Event Start Date: 1-18-26 Time: 4:00pm Event End Date: 1-18-26 Time: 9:00pm

Set up Date: 1-15-25 Time: 9:00pm Take Down Date: 1-15-25 Time: 9:00pm

☐ Gated/Ticketed ☒ Open to the Public ☐ Private Other: \_\_\_\_\_

Detailed Location of Event: MLK and ST

MARTIN LUTHER KING ST

### Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur.  
(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers )

### Event Components:

- |   |  |
|---|--|
| <input type="checkbox"/> Alcohol - (Special Permit Required)* | <input checked="" type="checkbox"/> Amplified Sound                          |
| <input type="checkbox"/> Portolets                            | <input checked="" type="checkbox"/> Stage                                    |
| <input type="checkbox"/> Sales/Distribution/Display           | <input checked="" type="checkbox"/> Inflatables (bounce houses)              |
| <input checked="" type="checkbox"/> Food Distribution/Sales   | <input checked="" type="checkbox"/> Concerts/Live Music                      |
| <input type="checkbox"/> Use of electric outlets              | <input type="checkbox"/> Installation of additional outlets                  |
| <input type="checkbox"/> Use of water spigots                 | <input type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals                         | <input checked="" type="checkbox"/> On-Site Cooking                          |
| <input checked="" type="checkbox"/> Temporary Structures      | <input type="checkbox"/> Amusement rides                                     |
| <input checked="" type="checkbox"/> DJ                        | <input checked="" type="checkbox"/> Multiple Vendors                         |

☐ Other \_\_\_\_\_

\*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will Town Streets be closed? ☒ yes ☐ no \*This Requires Commission Approval

Please list all affected streets: MLK ~~AND~~ STREET

FLORIDA AVE

Will any alleys, parking lots or other public places be closed? ☐ yes ☒ no

Please describe: \_\_\_\_\_

Will State Roads be closed? ☐ yes ☐ no \*This Requires FDOT Permit

Please describe State Roads to be closed: \_\_\_\_\_

Will you need additional trash receptacles from the Town? ☒ yes ☐ no

Will you need clean-up assistance from the Town throughout the event? ☐ yes ☒ no

**Note: For unbudgeted events the organization must reimburse the Town 100% of costs for use of Public Services.**

Any other requested assistance from the Town? \_\_\_\_\_

Any additional information: \_\_\_\_\_

Insurance Requirements:

Liability Insurance is required for all special events involving Town property and must name the Town of Dundee as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the Town of Dundee a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

## Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the Town of Dundee (hereinafter referred to as "the Town"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the Town or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the Town or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the Town's option, to participate and associate with the Town in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the Town's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the Town is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Town SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the Town. Town's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Town's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the Town from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the Town, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the Town of Dundee. Should the Town grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

[Signature]  
Signature of Sponsor or Authorized Representative of Sponsor

7-22-25  
Date

Dreexel Robinson  
Printed Name

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this 22 day of July, 2025 by

Dreexel Robinson

[Signature]  
Signature of Notary Public, State of Florida  
Melissa Glogowski  
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known \_\_\_\_\_ OR Produced Identification H. Drivers License  
Type of Identification Produced: \_\_\_\_\_





**Florida** DRIVER LICENSE 

AB DLN **R421-918-24-000-0** **CLASS E**

**ROBINSON**  
**DRECEXTEL EUGENE**  
**612 MYRTLE ST**  
**DUNDEE, FL 33838**

3. DOB **02/04/1972** 15 SEX **M**  
 4a EXP **02/04/2034** 16 HGT **6'-01"**  
 12 REST **NONE** 3a END **NONE**

**SAFE DRIVER**  
 4a ISS **04/17/2025**  
 5DD **B782504170838**

 Operations of a motor vehicle constitutes consent to any sobriety test required by law.

The State of Florida retains all property rights herein.  
 028472  
 Rev  
 03/01/2020



**CLASS: E - Any non-commercial veh with a GVWR < 26,001 lbs. or any RV**

**REST: None**

**END: None**

**REPLACEMENT LICENSE REQUIRED WITHIN 30 DAYS OF ADDRESS OR NAME CHANGE.**  
**WWW.FLHSMV.GOV**



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

COMMITTED CITIZENS OF DUNDE FLORIDA INC  
615 DR MARTIN LUTHER KING JR ST  
DUNDEE, FL 33838

Date:  
06/05/2024  
Employer ID number:  
93-1813743  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: (877)829-5500  
Accounting period ending:  
December 31  
Public charity status:  
509(a)(2)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
June 12, 2023  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053555007014

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
COMMITTED CITIZENS OF DUNDEE FLORIDA INC

### Filing Information

<b>Document Number</b>	N23000007089
<b>FEI/EIN Number</b>	93-1813743
<b>Date Filed</b>	06/12/2023
<b>Effective Date</b>	06/11/2023
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	04/17/2024
<b>Event Effective Date</b>	NONE

### Principal Address

310 DUNDEE RD STE 2  
DUNDEE, FL 33838

Changed: 07/16/2025

### Mailing Address

P O BOX 418  
DUNDEE, FL 33838

Changed: 07/16/2025

### Registered Agent Name & Address

ROBINSON, DRECEXTEL E  
615 DR ML KING ST SW  
DUNDEE, FL 33838

### Officer/Director Detail

#### **Name & Address**

Title President

ROBINSON, DRECEXTEL E  
615 DR ML KING ST SW  
DUNDEE, FL 33838

CHAMBERLIN, WILLIAM  
1515 1ST N  
WINTER HAVEN, FL 33881

Title TR

JOHNSON, TIFFANY  
2049 HEART LAKE DR  
GROVELAND, FL 34736

Title SEC

SUMMERS, IYONA  
8044 WOOD SAGE DR  
WINTER GARDEN, FL 34787

Title Officer

SMITH, EARL HIGH  
615 DR ML KING ST SW  
Dundee, FL 33838

Title Officer

ROBINSON, TISHA  
615 DR ML KING ST SW  
DUNDEE, FL 33838

Title Officer

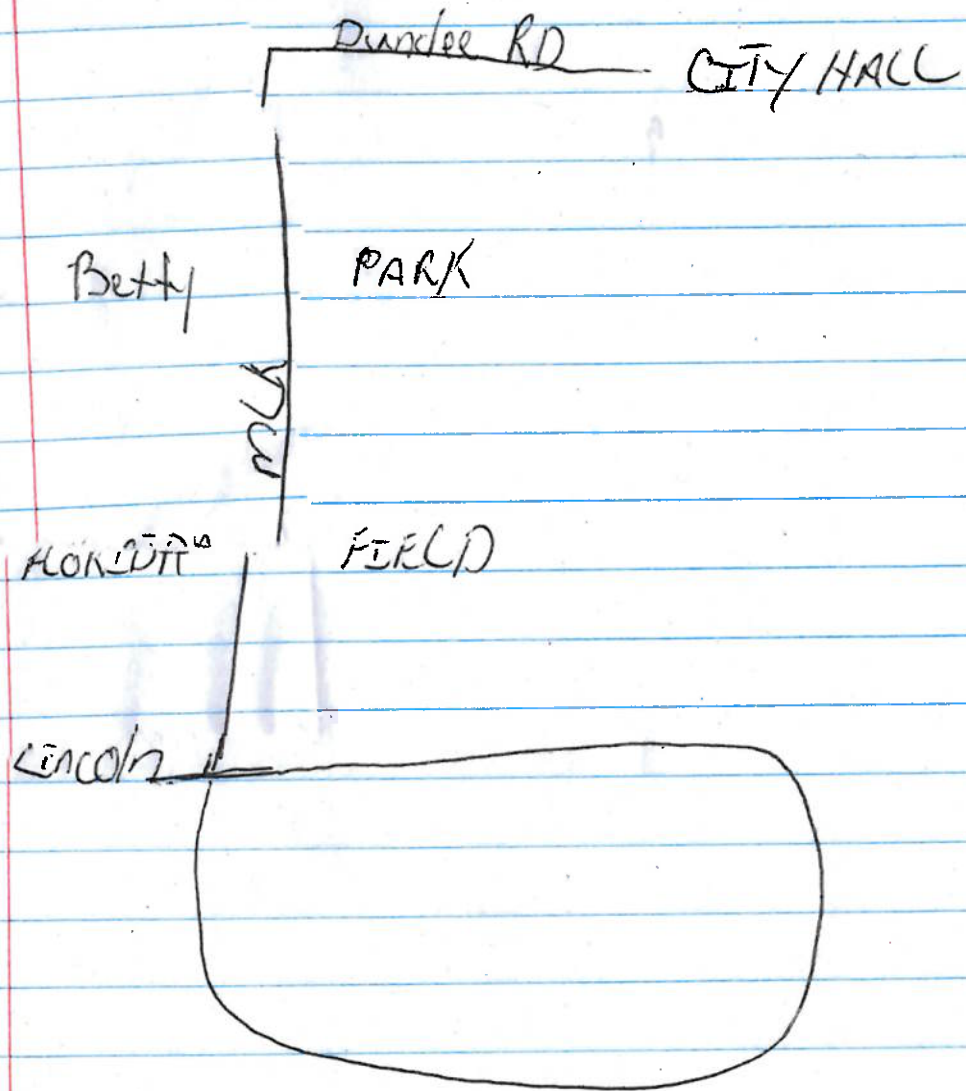
COLLINS, QUINTON  
1105 ROSE ST  
LAKE HAMILTON, FL 33844

#### Annual Reports

Report Year	Filed Date
2024	03/28/2024
2025	04/30/2025
2025	07/16/2025

#### Document Images

<a href="#">07/16/2025 - AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2025 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/25/2024 - AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2024 - Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2024 - ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>













## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By:</b> Lorraine Peterson, Planning & Zoning	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Estes/Esperanza Petition for Annexation-First Reading			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		State the motion here: A motion to approve Estes/ Esperanza Petition for Annexation/Ordinance 25-05 at 2 <sup>nd</sup> reading/ public hearing			
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>This item was introduced by Heather E. Wertz of Absolute Engineering, Inc. Ordinance 25-05 extends the corporate limits of the Town of Dundee, Florida, to include parcel number 27-29-01-000000-012000 consisting of 40+/- acres which lies contiguous and adjacent to the present boundaries of the Town. The parcel in this petition for annexation is part of the Estes/Esperanza subdivision which is 638.76+/- acres</p> <p>Approval of this annexation preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the Town of Dundee 2030 Comprehensive Plan policies, goals, and objectives.</p>			
<b>SELECT, if applicable</b>		<b>AGREEMENT: Attached</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT: Attached</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S): Attached</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		<p>Staff Report</p> <p>Ordinance 25-05 with Exhibit A- Special Warranty Deed, Business Impact Estimate, Water Supply Allocation Agreement, and Concurrency Developer's Agreement</p>			
<b>SELECT, if applicable</b>		<b>RESOLUTION: N/A</b>		<b>ORDINANCE: 25-05</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		Ordinance 25-05/ Estes/Esperanza Petition for Annexation			
<b>FISCAL IMPACT (if any):</b>		No fiscal impact			\$0.00







## TOWN OF DUNDEE

**TO:** Town of Dundee Town Commission

**PREPARED BY:** Lorraine Peterson, Development Services Director

**AGENDA DATE:** January 13, 2026

**REQUESTED ACTION:** The Town Commission will consider the first reading of **Ordinance 25-05** Estes (Esperanza) Voluntary Annexation.

### **STAFF ANALYSIS:**

The Town of Dundee has received a petition for the voluntary annexation for the one parcel that will be part of the Estes (Esperanza) Subdivision from Heather Wertz of Absolute Engineering, Inc.

The general location of the proposed land to be annexed is South of Canal Rd., East of Lake Mabel Loop Rd., and North of Tindel Camp Rd. and consists of one parcel: 27-28-24-000000-012000. The proposed area consists of approximately 40 +/- acres.



The proposed Ordinance 25-05 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on December 09, 2025.

### **CONCURRENCY:**

#### **Potable Water-**

- There is a 10" water main on the westside of Lake Mabel Loop Road
- The Town of Dundee will be the service provider.
- Available water capacity 140,281 gpd

#### **Sanitary Sewer-**

- There is a 6" force main on the westside of Lake Mabel Loop Road
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

#### **Solid Waste-**

- The Town of Dundee will be the service provider.
- There is available landfill capacity for solid waste for the next 65 years at 3.47lbs pcd.

#### **Parks, Recreation and Open Space-**

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
  - Three 200 foot and one 300-foot lit baseball fields
  - Basketball court
  - Racquetball court
  - Football/Soccer fields
  - Two sand volleyball courts
  - Five horseshoe pits
  - Seven small picnic pavilions
  - Nearly mile long jogging and walking trail with 14 fitness stations
  - Four press boxes
  - Seating for 200
  - Two playgrounds with rubberized surfaces

## Roads-

- Lake Mabel Loop Road  
-town road, urban collector road, current LOS is C, paved road, road is 22" wide
- Canal Road  
-county road, paved apron, unpaved road,
- H.L. Smith Road  
-county, rural minor collector, current LOS C, paved road, 20" wide road  
- Available peak hour capacity is 693 going north and 689 going south.

**SURROUNDING USES:**

Table 1 below lists the Future Land Use (FLU) designations, zoning and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

<b>Northwest</b> <b>Town of Dundee</b> FLU: LDR/ Low Density Residential Zoning: PUD-MU Vacant Land (Estes/Esperanza)	<b>North</b> <b>Unincorporated Polk County</b> RDA FLU: A/RR (Agricultural Rural Residential)	<b>Northeast</b> <b>Unincorporated Polk County</b> RDA FLU: A/RR (Agriculture Rural Residential) Residential
<b>West</b> <b>Town of Dundee</b> FLU: LDR/Low Density Residential Zoning: PUD-MU Vacant Land (Estes/Esperanza)	<b>Subject Site</b> <b>Unincorporated Polk County</b> FLU: A/RR (Agricultural Rural Residential)	<b>East</b> <b>Unincorporated Polk County</b> RDA FLU: A/RR (Agricultural Rural Residential) Residential and Agricultural Lands
<b>Southwest</b> <b>Town of Dundee</b> FLU: LDR/Low Density Residential Zoning: RSF-2/unassigned	<b>South</b> <b>Town of Dundee</b> FLU: LDR/Low Density Residential Zoning: RSF-2	<b>Southeast</b> <b>Unincorporated Polk County</b> RDA FLU: A/RR (Agricultural Rural Residential) Farm

Source: Central Florida Regional Planning Council, Florida Department of Transportation, Polk County Property Appraiser, Town of Dundee and site visit by Town staff

**STAFF RECOMMENDATION:**

Staff recommends approval to move Ordinance 25-05 to second reading/public hearing

**Attachments:**

Petition for Annexation  
Ordinance 25-05  
Business Impact Estimate  
Special Warrant Deed  
Water Supply Allocation Agreement  
Concurrency Developer's Agreement



*Space for Recording*

#### ORDINANCE NO. 25-05

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REDEFINING THE BOUNDARIES OF THE TOWN OF DUNDEE TO INCLUDE SAID PROPERTY; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, on or about August 25, 2025, pursuant to Section 171.044, Florida Statutes (2024), the owner/applicant, GLK Real Estate, LLC, an active and authorized to transact business in the State of Florida, submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida; and

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

**WHEREAS**, pursuant to Section 171.044 of the Florida Statutes, the real property which is the subject of this Ordinance is *reasonably compact* and *contiguous* to the corporate limits of the Town of Dundee, Florida; and the subject real property will become a part of the unified corporate area with respect to municipal services and benefits; and

**WHEREAS**, on January 13, 2026, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 25-05**; and

**WHEREAS**, on January 13, 2026, the Town Commission, at a duly notice public meeting, found that the approval of this **Ordinance No. 25-05** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-05** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 25-05** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

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

**Section 2. Voluntary Annexation Petition.**



Pursuant to Section 171.044, Florida Statutes (2024), the *applicant-initiated* petition to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida, is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference.

### **Section 3. Annexation.**

The Town Commission of the Town of Dundee, Florida, does hereby annex into the corporate limits of the Town of Dundee, Florida, the real property as legally described and depicted (i.e., location map) in **Composite Exhibit “D”** attached hereto and made a part hereof by reference.

### **Section 4. Conflicts.**

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

### **Section 5. Severability.**

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

### **Section 6. Administrative Correction of Scrivener’s Errors and Codification.**

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

Pursuant to Section 171.044, Florida Statutes (2024), within seven (7) days after this **Ordinance No. 25-05** is passed and adopted by the Town Commission, copies of this **Ordinance No. 25-05** shall be filed with the Clerk of the Circuit Court in and for Polk County, Florida; Polk County, a pollical subdivision organized and existing under the laws of the State of Florida; and the Department of State. The City Clerk shall also make copies available to the public for a reasonable publication charge.

#### **Section 7. Business Impact Estimate.**

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

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *comprehensive plan* and *land development regulation amendments* initiated by an application by a private party other than the municipality.

In this instance, this Ordinance is enacted pursuant to an applicant-initiated request to amend the corporate limits of the Town of Dundee, Florida for municipal ordinances enacted to implement *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2024) and certain amendments to the Town of Dundee 2030 Comprehensive Plan which are *applicant-initiated*.

In this instance, **Ordinance No. 25-05** arises out of an *applicant-initiated* request for voluntary annexation of certain real property into the corporate limits of the Town of Dundee, Florida. **Ordinance No. 25-05** is an official action of the Town Commission which enables the Town to issue development approval(s) and permit(s) for the development of the subject real property; and, at the same time, **Ordinance No. 25-05** operates to amend the legal description for the Town's corporate limits and Future Land

Town of Dundee  
Ordinance No. 25-05  
GLK Real Estate, LLC (Esperanza/Estes)

Use Map (FLUM) element of the Town of Dundee 2030 Comprehensive Plan. As such, pursuant to applicable Florida law, this **Ordinance No. 25-05** is exempt and does not require a business impact estimate.

**Section 8. Effective Date.**

This **Ordinance No. 25-05** shall become effective upon passage by the Town Commission of the Town of Dundee, Florida, immediately following second reading and adoption public hearing.

**INTRODUCED AND PASSED**, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 09<sup>th</sup> day of December, 2025.

**PASSED AND DULY ADOPTED**, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 13<sup>th</sup> day of January, 2026.

**TOWN OF DUNDEE**

\_\_\_\_\_  
MAYOR – Sam Pennant

Attest:

\_\_\_\_\_  
TOWN CLERK – Erica Anderson

Approved as to Form:

\_\_\_\_\_  
TOWN ATTORNEY – Frederick J. Murphy, Jr.

**Ordinance No. 25-05  
Exhibit "A"**

**Applicant-Initiated Annexation Petition**



***Town of Dundee***

v 202 E Main Street v PO Box 1000 v Dundee, Florida 33838 v (863) 438-8330 v Fax (863) 438-8338

**Petition for Annexation**

**Applicant**

The following information is required for submission of an application to annex into the Town limits of Dundee, Florida. **Please print or type the required information below. Attach three copies of the current survey of subject property certified to the Town of Dundee along with an aerial photograph and location map**

Name of Property Owner: GLK Real Estate, LLC  
 Mailing Address: 346 E. Central Ave.; Winter Haven, FL 33880 Phone: (863) 324-3698  
 Name of Representative, if applicable: Heather E. Wertz - Absolute Engineering, Inc.  
 Mailing Address: 1000 N. Ashley Dr., Suite 925; Tampa, FL 33602 Phone: (813) 221-1521  
 Reason for Request: To promote residential growth

**Property Identification**

Property Address or General Location: S of Canal Road & W of Spindle Dr - Polk County  
 Present Use of the Property: Pasture and Citrus Groves  
 Existing Structures Located on the Site: None  
 Total Acreage: 40.03 Number of Residents on Site: -0-  
 Assessed Property Value: \_\_\_\_\_ Taxable Value: \_\_\_\_\_  
 Legal Description of the Property: See attached  
 Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_  
 Subdivision: Esperanza (Estes Group)  
 Parcel I.D.#: 272901-000000-012000

**Planning and Zoning Information**

Present County Future Land Use Designation: Unincorporated Polk County  
 Requested City Zoning Classification: RSF-3  
 Requested City Future Land Use Designation: LDR

**Note:** Unless specific land use and zoning designations are requested, the Town will assign designations which most closely conform with the actual use of the property or with designations of surrounding properties. An application fee will be assessed only on requests for land use and zoning changes which result in an increase in land use or zoning intensity over that allowed under the County designations. (You will need to fill out separate applications for land use/zoning requests.)

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_  
 Fee Paid: \_\_\_\_\_ File Number: \_\_\_\_\_

Town of Dundee

Annexation Application


page 2

**OWNER'S SIGNATURE PAGE**

(I) (We), GLK Real Estate, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

**OWNERS**

  
 Signature of Owner  
 Lauren Schwenk  
 Printed Name of Owner

\_\_\_\_\_  
 Signature of Owner  
 Printed Name of Owner

\_\_\_\_\_  
 Signature of Owner  
 Printed Name of Owner

\_\_\_\_\_  
 Signature of Owner  
 Printed Name of Owner

STATE OF FLORIDA  
 COUNTY OF POLK

**OWNER'S NOTARIZATION**

The foregoing instrument was acknowledged before me this 20th day of August, 2025 by Heather E. Wertz, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



  
 Notary Public  
 Notarial Seal and Commission  
 Expiration Date

Town of DundeeAnnexation Application


page 3

**AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE**

(I) (We), Heather E. Wertz being  
 duly sworn, depose and say that (I) (we) serve as agent for the owner(s)  
(agent or lessee)  
 in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this  
 capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other  
 information attached hereto present the arguments in behalf of the petition herein requested to  
 the best of (my) (our) ability and that the statements and information above referred to are in all  
 respects true and correct to the best of (my) (our) knowledge and belief.

**AGENT, LESSEE, OR BUYER(S)**

  
 Signature of Agent, Lessee, or Buyer(s)  
Heather E. Wertz, as agent  
 Printed Name of Agent, Lessee, or Buyer(s)

\_\_\_\_\_  
 Signature of Agent, Lessee, or Buyer(s)  
 Printed Name of Agent, Lessee, or Buyer(s)

\_\_\_\_\_  
 Signature of Agent, Lessee, or Buyer(s)  
 Printed Name of Agent, Lessee, or Buyer(s)

\_\_\_\_\_  
 Signature of Agent, Lessee, or Buyer(s)  
 Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA  
 COUNTY OF POLK

**AGENT, LESSEE, OR BUYER(S) NOTARIZATION**

The foregoing instrument was acknowledged before me this 20th day of August,  
 2025, by Heather E. Wertz, who is personally known  
 to me or who has produced a driver's license as identification and who did not take an oath.

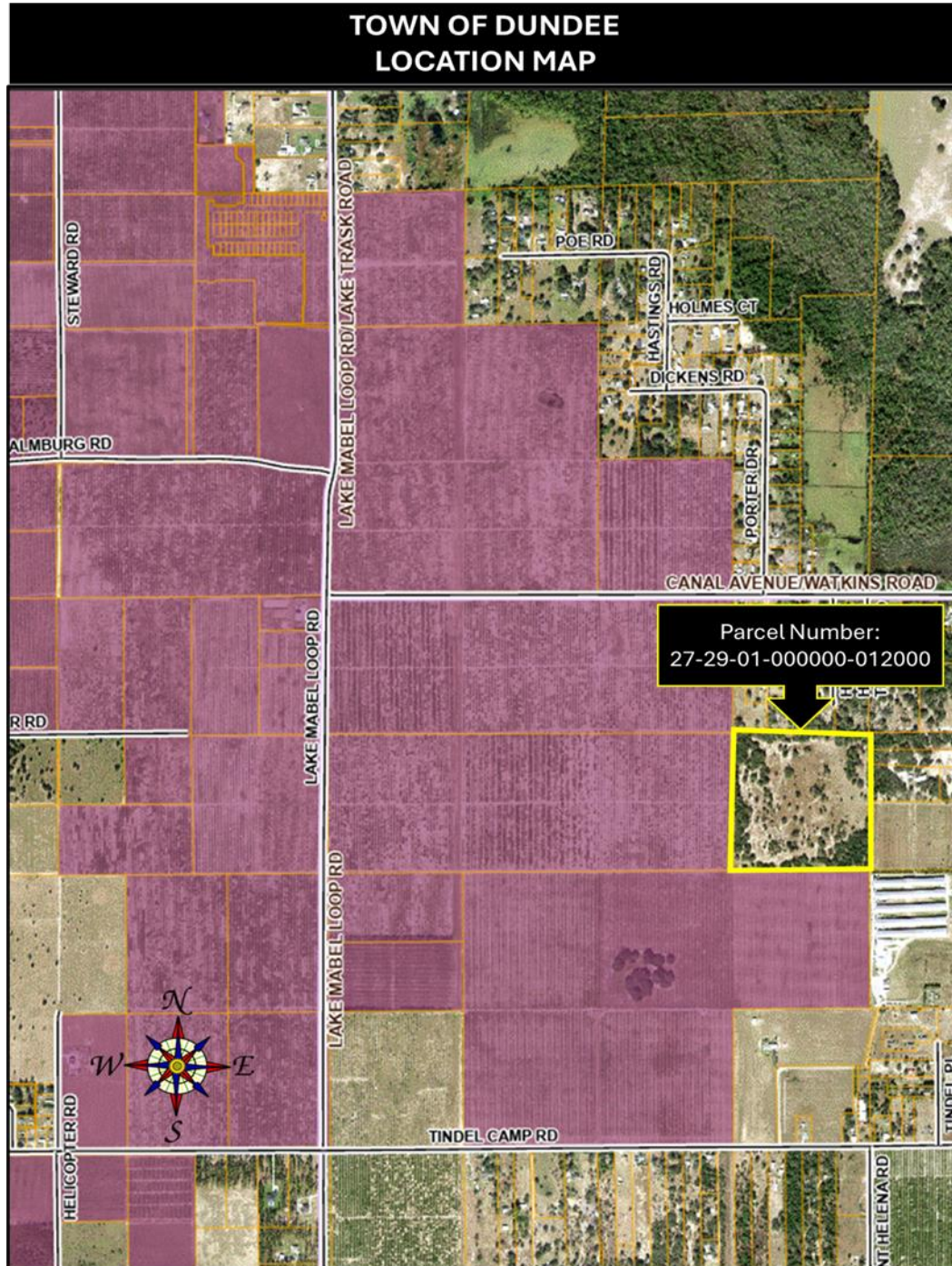


  
 Notary Public  
 Notarial Seal and Commission  
 Expiration Date





Ordinance No. 25-05  
Exhibit "D"  
Location Map





**Town of Dundee, Florida**  
**Business Impact Estimate**  
**§166.041(4), Fla. Stat. (2024)**

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*<sup>1</sup> and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee **Ordinance No. 25-05*** (hereafter the “Ordinance”).

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<sup>1</sup> Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☐ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☐ The Ordinance is enacted to implement the following:
  - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This applicant initiated voluntary annexation ordinance is a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property.

The purpose is to:

Integrate territory into the Town of Dundee, Florida.

**2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:**

This ordinance pertains to an applicant initiated voluntary annexation and does not impose any operational or financial requirements on private businesses.

Estimated Impact:

- Direct Costs to Businesses: \$0
- Indirect Costs to Businesses: \$0
- New Fees or Charges: None
- Compliance Requirements: None

No private businesses will be required to take any action, submit documentation, or alter operations as a result of this ordinance.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-05*:**

Estimated number of impacted businesses: 0

There is no anticipated impact on any for-profit business operating within the Town of Dundee or its service area.

**4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):**

None currently.

EXHIBIT A

INSTR # 2021082424  
BK 11647 Pgs 1579-1580 PG(s)2  
04/01/2021 01:03:31 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 18.50  
DEED DOC 3,150.00

Item 4.

**Prepared by and return to:**

David G. Fisher  
Peterson & Myers, P.A.  
242 W. Central Ave.  
Winter Haven, FL 33880

File Number: LMHG1H-5

Property Appraiser's ID #: 272835-000000-023010

[Space Above This Line For Recording Data]

## **Special Warranty Deed**

**This Deed** is made this 29th day of March, 2021, between L. M. Hollister Groves, Inc., a Florida corporation, whose post office address is PO Box 1112, Winter Haven, FL 33882-1112 ("Grantor"), and Cassidy Holdings, LLC, a Florida limited liability company whose post office address is 346 E. Central Ave., Winter Haven, FL 33880 ("Grantee").  
\*\*Grantor and "Grantee" are used for singular and plural, as context requires.

**Witnesseth:** Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid or given to Grantor by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

**The NW 1/4 of the SE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, LESS maintained right-of-way, and LESS:**

**Commence at the NE corner of the NW 1/4 of the SE 1/4 of Section 35, Township 28 South, Range 27 East, and thence run West along the North line of said NW 1/4 of the SE 1/4 a distance of 71.5 feet, thence run South a distance of 1285 feet to the South line of said NW 1/4 of the SE 1/4 to a point which is 65.5 feet West of the SE corner of the said NW 1/4 of the SE 1/4, thence run East 65.5 feet and thence run North along the East line of said NW 1/4 of the SE 1/4 a distance of 1284.95 feet to the point of beginning.**

**Subject to: (a) all restrictions, reservations and easements of record, if any, which are not reimposed by this deed; and (b) taxes and assessments for the year 2021 and subsequent years.**

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining; to have and to hold the same in fee simple forever.

Grantor hereby covenants with Grantee that the above described land is free from all liens, mortgages and other encumbrances made by Grantor, except as stated above, and Grantor is lawfully seized of said land in fee simple, and Grantor has the right and lawful authority to sell and convey said land to Grantee. Grantor hereby fully warrants the title to said land for any acts of Grantor and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, except as set forth above.

**In Witness Whereof,** Grantor has hereunto set Grantor's hand and seal as of the day and year first above written.

**\*\*Signatures on Following Page\*\***

Signed, sealed and delivered in our presence:

David G. Fisher  
Witness #1 - David G. Fisher

*L. M. Hollister Groves, Inc., a Florida corporation*

By: Steve Hollister  
Steve Hollister, its President

Jennifer Beaudua  
Witness #2 - Jennifer Beaudua

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of March, 2021 by Steve Hollister, as President of L. M. Hollister Groves, Inc., a Florida corporation, on behalf of said firm. He ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Stamp]

Jennifer Beaudua  
Notary Public, State of Florida  
My Comm. Expires March 02, 2023  
Commission No. GG302767

Jennifer Beaudua  
Notary Public, State of Florida

Printed Name: Jennifer Beaudua

My Commission Expires: March 2, 2023





INSTR # 2023156074  
 BK 12751 Pgs 0796-0797 PG(s)2  
 07/05/2023 02:39:37 PM  
 STACY M. BUTTERFIELD,  
 CLERK OF COURT POLK COUNTY  
 RECORDING FEES 18.50  
 DEED DOC 36,955.80

Prepared by and return to:

**Mark Mangen**  
 Attorney at Law  
**STRAUGHN & TURNER, P.A.**  
 255 Magnolia Ave SW  
 Winter Haven, FL 33880-2902  
 863-293-1184  
 File Number: 11629-0204  
 Will Call No.:

[Space Above This Line For Recording Data]

## Special Warranty Deed

**This Special Warranty Deed** made this 30<sup>th</sup> day of June, 2023 between **JOHNSTON PROPERTIES, INC.,** a Florida corporation whose post office address is **PO Box 33577, Raleigh, NC 27636**, grantor, and **MCGRADY ROAD INVESTMENT, LLC**, a Florida limited liability company whose post office address is **346 E. Central Avenue, Winter Haven, FL 33880**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

**Parcel 1:**

The South 331 feet of the NE 1/4 of the NE 1/4 of the NE 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida.

Less and except maintained right of way of Lake Mabel Loop Road.

**Parcel 2:**

SE 1/4 of the NE 1/4 of the NE 1/4, Section 2, Township 29 South, Range 27 East, Polk County, Florida.

Less and except maintained right of way of Lake Mabel Loop Road.

**Parcel 3:**

Begin at a point 6 feet East of the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, run thence Southeasterly in a straight line 1383.8 feet to a point which is 89.6 feet South and 30 feet East of the Southeast corner of said Northeast 1/4 of Southeast 1/4, run thence Northwesterly in a straight line 719 feet to a point which is 16 feet South and 22 feet West of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Southeast 1/4 of said Section, run thence Northerly in a straight line 1346.8 feet to a point which is 42 feet North and 42 feet West of the Northwest corner of the Northeast 1/4 of Northeast 1/4 of Southeast 1/4 of said Section, run thence Southeasterly in a straight line 718 feet to the Point of Beginning.

Less and except maintained right of way of Lake Mabel Loop Road.

Further, less and except maintained right of way of Almburg Road.

**Parcel 4:**

SW 1/4 of Section 36, Township 28 South, Range 27 East, Polk County, Florida.

Less and except maintained right of way of Lake Mabel Loop Road.

Further, less and except maintained right of way of Canal Road.

Parcel Identification Number: 272836-000000-040000; 272835-000000-021010; 272902-000000-011010; AND 272902-000000011040

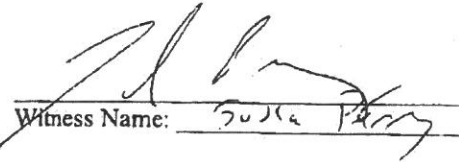
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

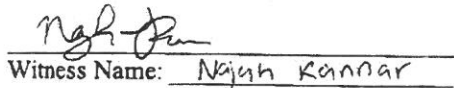
Signed, sealed and delivered in our presence:

  
Witness Name: Julie Perry

JOHNSTON PROPERTIES, INC., a Florida corporation

By:   
Gilbert E. Johnston, III, President

(Corporate Seal)

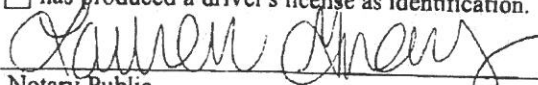
  
Witness Name: Najih Kannar

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of June, 2023 by Gilbert E. Johnston, III, President of JOHNSTON PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

**LAUREN E GRAY**  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES APR. 26, 2027

  
Notary Public

Printed Name: Lauren Gray

My Commission Expires: 04/26/27





INSTR # 2007032025  
BK 07171 PGS 1631-1632 PG(s) 2  
RECORDED 02/12/2007 03:36:55 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
DEED DOC 0.70  
RECORDING FEES 18.50  
RECORDED BY L Withem

Item 4.

RE This document prepared by:  
Thomas B. Putnam, Jr., Esquire  
PETERSON & MYERS, P.A.  
141 5th Street, N.W.  
Post Office Drawer 7608  
Winter Haven, FL 33883-7608

Property Appraiser's Parcel I.D.  
Number: 272901-000000-012000

## WARRANTY DEED

The Grantors, **MARC P. MALPELI**, also known as Mark P. Malpeli, and **JOHN C. WEBB**, in consideration of the sum of Ten Dollars and other valuable considerations received from the Grantee, hereby grant and convey to the Grantee, **BHSL, LLC**, a Florida limited liability company, whose mailing address is 36345 U.S. Highway 27, Haines City, Florida 33844, the real property located in Polk, Florida, described as follows ("Property"):

The SE-1/4 of the NE-1/4 of Section 1, Township 29 South, Range 27 East, Polk County, Florida.

SUBJECT TO easements, covenants and restrictions of record, if any, and real property taxes for the current year.

The Property is vacant land and does not constitute the homestead of either Grantor.

This conveyance is in compliance with State of Florida Department of Revenue Technical Assistance Advisement No. 03B4-008 and is subject only to minimum documentary stamp taxes.

The Grantors covenant that the Property is free of all encumbrances, except as stated above, and good right to convey the Property is vested in the Grantors. The Grantors hereby warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

DATED as of the 1<sup>ST</sup> day of February, 2007.

Signed in the presence of:

Debrah K. Cross

Witness:  
Deborah K. Cross

Print or Type Name of Witness

Thomas B. Putnam Jr.

Witness:  
THOMAS B. PUTNAM JR.

Print or Type Name of Witness

Marc P. Malpeli

MARC P. MALPELI

Address of Grantor:

36345 U.S. Highway 27  
Haines City, FL 33844

This document prepared from unverified information. No examination of title was made and no responsibility is assumed for title or description problems.

Thomas B. Putnam Jr.  
 Witness:  
Thomas B. Putnam Jr.  
 Print or Type Name of Witness  
Jackie S. Hoverkamp  
 Witness:  
Jackie S. Hoverkamp  
 Print or Type Name of Witness

JOHN C. WEBB  
 JOHN C. WEBB

Address of Grantor:  
 242 McLean Point Court  
 Winter Haven, FL 33884

STATE OF FLORIDA  
 COUNTY OF POLK

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of February, 2007, by MARC P. MALPELI, who [☒] is personally known to me or [☐] produced \_\_\_\_\_ as identification.



Thomas B. Putnam, Jr.  
 Commission # DD475094  
 Expires September 22, 2009  
 Bonded Tray Firm - Insurance, Inc. 800-305-7019

Thomas B. Putnam Jr.  
 NOTARY PUBLIC  
 My Commission Expires:

STATE OF FLORIDA  
 COUNTY OF POLK

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2007, by JOHN C. WEBB, who [☒] is personally known to me or [☐] produced \_\_\_\_\_ as identification.

(SEAL)

Jackie S. Hoverkamp  
 NOTARY PUBLIC  
 My Commission Expires:



Jackie S. Hoverkamp  
 Commission # DD367891  
 Expires November 19, 2008  
 Bonded Tray Firm - Insurance, Inc. 800-305-7019

H:\HOME\JSH\malpel\BHS\LD.DOC





THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

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

SPACE FOR RECORDING:

### CONCURRENCY DEVELOPER'S AGREEMENT

**THIS CONCURRENCY DEVELOPER'S AGREEMENT** (hereafter the "Agreement") is made this **18th day of November, 2025**, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "Town"), and **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company (hereafter collectively referred to as the "Developer").

### FACTUAL RECITALS

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

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

**WHEREAS**, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): **272835-000000-023010, 272836-000000-040000, 272835-000000-021010, 272902-000000-011040, 272902-000000-011010, 272836-000000-034000, 272902-000000-012000, 272901-000000-014000, 272836-000000-024000, 272901-000000-013000, 272902-000000-011020 and 272901-000000-012000** which totals approximately 635.06 +/- acres (the "Property"); and

**WHEREAS**, Developer was conveyed fee simple title to the Property by virtue of that certain Special Warranty Deed dated March 29, 2021, and recorded in Official Records Book 11647, Page(s) 1579-1580, public records of Polk County, Florida, Special Warranty Deed dated June 3, 2023, and recorded in Official Records Book 12751, Page(s) 796-797, public records of Polk County, Florida and Warranty Deed dated February 1, 2007, and recorded in Official Records Book 7171, Page(s) 1631-1632, public records of Polk County, Florida (hereafter collectively referred to as the "Developer Deeds"); and

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

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

**WHEREAS**, the *Esperanza Subdivision* development (the “Development”) which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

**WHEREAS**, prior to May 20, 2025, the Public Supply Water Use Permit for the Town (the “Town WUP”), Water Use Permit No. 20005893.012, authorized the withdrawal of 917,500 gallons per day; and

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

**WHEREAS**, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Moratorium”) establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, residential site plan(s), residential subdivision plat(s), building permits, construction plan(s), planned developments, master planned communities, development order(s) and development permit(s), amongst others; and

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

**WHEREAS**, pursuant to *Section 54-9 of the Code of Ordinances of the Town of Dundee* (the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service to the subject real property; and

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

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

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

**WHEREAS**, the Developer acknowledges, affirms, and agrees that the Town is not able to provide allocable water capacity for the Development; and

**WHEREAS**, Town acknowledges and agrees that the Developer is the fee simple owner of certain agricultural well(s) (the “Wells”); and

**WHEREAS**, the Wells have been issued water use permit(s) granted by the Southwest Florida Water Management District (“SWFWMD”), Water Use Permit Nos. 20001883.006, 20002501.008, 20002503.007, 20002504.004 and 20002814.005 (collectively referred to as the “Developer WUP”); and

**WHEREAS**, a copy of the Developer WUP is attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

**WHEREAS**, the Wells provide irrigation water for agricultural uses on and/or for certain real property which includes, but is not limited to, the Property; and

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

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

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

**WHEREAS**, on **January 27, 2026**, the Town of Dundee Town Commission, at a duly noticed public meeting, approved this Agreement with Developer; and, as a condition precedent to its entering into this Agreement, the Developer and its successors and permitted assigns agreed to indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Town’s inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

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

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

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

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

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

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

**WHEREAS**, Town and Developer represent and agree that good and valuable

consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

**WHEREAS,** The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee.

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

**SECTION 1. RECITALS.** The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). Subject to Applicable Law (as defined in 3.1 of this Agreement) which includes, but shall not be limited to, *Town of Dundee Ordinance No. 24-09*, this Agreement shall establish certain respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

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

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

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

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

3.4 “*Developer*” means **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company, and any and all of the successors, successors-in-interest, and permitted assigns



of **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company liability company and **BHSL, LLC**, an active Florida limited liability company.

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

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

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

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

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

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

3.11 “*Development*” means the design, construction, paving, maintenance and improvements performed by the Developer on and/or for the Property which includes, but shall not be limited to, any design, construction, paving, maintenance and improvements performed by the Developer on and/or for the real property described in those certain Developer Deeds, which are attached hereto as **Composite Exhibit “A”** and incorporated herein by reference, which may include, but shall not be limited to, the ***Esperanza Subdivision*** .

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission of the Town of Dundee, Florida.

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

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

#### 4.1 **Town Obligations.**

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town in accordance with

Applicable Law which includes, but shall not be limited to, the development conditions and regulations set forth in the Town Code and *Town of Dundee Ordinance No. 24-09*.

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

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the applicable Town of Dundee Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Wells and/or the Developer’s Water Use Permits (Nos. 20001883.006, 20002501.008, 20002503.007, 20002504.004 and 20002814.005) (collectively referred to as the “Developer WUP”) (see **Composite Exhibit “B”**), shall allocate and assign any increase or credit received from SWFWMD to the Town’s WUP to the Development on a pro-rata basis.

## 4.2 Developer Obligations.

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

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

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate *Water Supply Allocation Agreement* (the “Allocation Agreement”) with the Town.

4.2.4 By entering into the Allocation Agreement, the Developer shall facilitate the transfer of only the agricultural wells for which the Developer holds fee simple title; and the Developer shall cause the transfer of the wells in accordance with the rules, regulations and requirements set forth by the SWFWMD.

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

subject of the provisions set forth by this Agreement and specifically arising out of the Development.

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

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

#### **SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.**

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

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

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

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

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

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

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

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

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

TOWN: **TOWN OF DUNDEE**  
Attn: Ken Cassel, Town Manager  
PO Box 1000  
105 Center Street  
Dundee, FL 33838-1000

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

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

DEVELOPER: **CASSIDY HOLDINGS, LLC**  
Attn: Albert B. Cassidy  
346 E. Central Avenue  
Winter Haven, Florida 33880

**MCGRADY ROAD INVESTMENT, LLC**  
Attn: Albert B. Cassidy  
346 E. Central Avenue  
Winter Haven, Florida 33880

**BHSL, LLC**  
Attn: John C. Webb  
38245 US Highway 27

Davenport, FL 33837

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

ABSOLUTE ENGINEERING, INC.  
Attn: Heather Wertz  
1000 N. Ashley Drive  
Suite 925  
Tampa, Florida 33602

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

### **SECTION 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event

state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

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

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

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

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

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

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

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

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

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

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

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

14.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

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

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, EXT. 258, [EAnderson@townofdundee.com](mailto:EAnderson@townofdundee.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

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

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

#### **SECTION 16. TERMINATION AND REMEDIES.**

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in

compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

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

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

**SECTION 18. JURY TRIAL.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

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

**SECTION 21. STATE LAW COMPLIANCE.** The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of



bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.

- (b) **Public Entity Crimes; Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) **Drug-Free Workplace.** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) **E-Verify.** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.

- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.
- (g) ***Human Trafficking Affidavit.*** Developer shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "C"** simultaneously with and prior to providing the services hereunder.

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

***The rest of this page left intentionally blank; signatures follow***

Executed by the parties on the date shown adjacent thereto:

***Developer:***

**CASSIDY HOLDINGS, LLC**  
an active Florida limited liability company

By: \_\_\_\_\_  
Albert B. Cassidy, Managing  
Member of **ABCMM, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_, on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

***Developer:***

**MCGRADY ROAD INVESTMENT, LLC**  
an active Florida limited liability company

By: \_\_\_\_\_  
Albert B. Cassidy, Managing  
Member of **ABCMM, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_, on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

***Developer:***

**BHSL, LLC**  
an active Florida limited liability company

By: \_\_\_\_\_  
John C. Webb, Managing Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_, on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

***Town of Dundee:***

TOWN OF DUNDEE

By: \_\_\_\_\_  
Sam Pennant, Town Mayor

ATTEST:

\_\_\_\_\_  
Erica Anderson, Town Clerk

APPROVED AS TO FORM:

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

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

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

*Reserved for Recording*

## WATER SUPPLY ALLOCATION AGREEMENT

THIS **WATER SUPPLY ALLOCATION AGREEMENT** (the "Agreement") is made and entered into this **13th day of January, 2026**, by and between **CASSIDY HOLDINGS, LLC**, an active Florida limited liability company, **MCGRADY ROAD INVESTMENT, LLC**, an active Florida limited liability company and **BHSL, LLC**, an active Florida limited liability company (hereafter collectively referred to as the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

### FACTUAL RECITALS

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



8. OWNER is willing to agree to such water allocation.
9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

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

**SECTION 1. FACTUAL RECITALS.** The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

**SECTION 2. WATER ALLOCATION TRANSFER.** The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit numbers, as more particularly described in **Composite Exhibit "B"** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN.

OWNER further agrees to transfer said permits to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein.

This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the well(s) located on the Property, shall allocate and assign any increase or credit to the Town's WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for the Development (as defined in the Agreement) which is located within the Town's Chapter 180 Utility Service Area.

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

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

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

**SECTION 6. WATER SERVICE.** Upon the receipt of a credit and/or increase in the permitted capacity of the applicable **Town of Dundee Public Supply Water Use Permit** (No. 20005893.012) (the "Town WUP") arising out of the transfers (see **Exhibit "B"**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property for the Development (as defined in the Agreement).

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

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

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

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

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

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

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

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

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

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

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

issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

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

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

***[Remainder of page intentionally left blank]***

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

**ATTEST:**

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

\_\_\_\_\_  
Erica Anderson  
Town Clerk

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

01/13/2026

Approved as to form and correctness:

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

**OWNER**

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

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

Print Name:

Its: \_\_\_\_\_

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

↑                      Witness                      signature  
 ↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: \_\_\_\_\_

↑                      Witness                      signature  
 ↑

↑ Witness signature ↑

Print witness name: \_\_\_\_\_

STATE OF FLORIDA

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

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, ☐ to me well known and known to me to be the individual described in and/or ☐ produced \_\_\_\_\_ as identification and who executed the forgoing instrument, and was authorized on behalf of said \_\_\_\_\_, a \_\_\_\_\_, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for the State of Florida at Large

**OWNER**

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

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

Print Name:

Its: \_\_\_\_\_

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

↑                      Witness                      signature  
 ↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: \_\_\_\_\_

↑                      Witness                      signature  
 ↑

↑ Witness signature ↑

Print witness name: \_\_\_\_\_

STATE OF FLORIDA

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

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, ☐ to me well known and known to me to be the individual described in and/or ☐ produced \_\_\_\_\_ as identification and who executed the forgoing instrument, and was authorized on behalf of said \_\_\_\_\_, a \_\_\_\_\_, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for the State of Florida at Large

**OWNER**

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

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

↑                      Witness                      signature  
 ↑

↑ Witness signature ↑ [CORPORATE SEAL]

Print witness name: \_\_\_\_\_

↑                      Witness                      signature  
 ↑

↑ Witness signature ↑

Print witness name: \_\_\_\_\_

STATE OF FLORIDA

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

Before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, this day personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, ☐ to me well known and known to me to be the individual described in and/or ☐ produced \_\_\_\_\_ as identification and who executed the forgoing instrument, and was authorized on behalf of said \_\_\_\_\_, a \_\_\_\_\_, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
 Notary Public in and for the State of Florida at Large







## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By: Ken Cassel, Town Manager</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Adoption of Ordinance Implementing Mandatory Structural Inspection Repair Timelines Pursuant to Florida Statute 553.889(11)			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Staff recommends approval of the ordinance implementing mandatory structural inspection repair timelines and creating Section 14-5 of the Town Code, as required under Florida Statute 553.889(11) (2025).			
<b>SUMMARY and/or JUSTIFICATION:</b>		Recent amendments to Florida Statutes, specifically §553.889(11) (2025), require local governments to establish procedures ensuring that condominium and cooperative buildings subject to mandatory structural inspections commence or schedule necessary repairs within certain statutory timeframes. These requirements were adopted statewide to improve building safety, ensure timely remediation of structural deficiencies, and prevent failures associated with substantial structural deterioration.			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
		X			
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 25-07 attached 2 <sup>nd</sup> reading Business Impact Estimate			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE: 25-07 2<sup>nd</sup> Reading</b> X	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 14-5 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE CITY'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRHE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.			
<b>FISCAL IMPACT (if any):</b>		There is no financial impact as a result			\$0.00

## ORDINANCE NO. 25-07

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 14-5 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE TOWN'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, *Section 553.889(3)(a), Florida Statutes (2025)*, states, in pertinent part, as follows:

An owner or owners of a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under Chapter 718 of the Florida Statutes or a residential cooperative under Chapter 719 of the Florida Statutes "must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter; and

**WHEREAS**, a milestone inspection consists of two (2) phases, including a visual examination of habitable and non-habitable areas and the major structural components of a building by a licensed architect or engineer authorized to practice in Florida and, if substantial structural deterioration is identified, destructive or nondestructive testing at the inspector's direction; and

**WHEREAS**, *Section 553.889(8) of the Florida Statutes (2025)* requires and states, in pertinent part, as follows:

Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction; and

**WHEREAS**, *Section 4 of CS/CS/HB 913 (2025), Chapter 2025-175, Laws of Florida*, codified at *Section 553.889(11), Florida Statutes (2025)*, requires each municipal governing body in the State of Florida, including the Town Commission of the Town of Dundee, Florida (the "Town Commission"), to adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to *Section 553.889, Florida Statutes*, to schedule or commence repairs for substantial structural deterioration within a specified timeframe after the Town's building official receives a phase two inspection report, provided that such repairs be commenced within 365 days after receiving such report; and

**WHEREAS**, Town Commission desires to implement *Section 553.889(11), Florida Statutes (2025)*, by adopting new *Chapter 14, Article I, Sec. 14-5 of the Code of Ordinances of the Town of Dundee, Florida* (the "Code"), to require a condominium or cooperative association and any other owner that is subject to *Section 553.889, Florida Statutes*, to schedule or commence repairs for substantial structural deterioration within 365 days, which is the time allowed by general law; and

**WHEREAS**, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend *Chapter 14, Article I, of the Code* relating to certain mandatory structural inspections and commencement of certain repairs for substantial structural deterioration; and

**WHEREAS**, on **December 9, 2026**, at a duly noticed public meeting, the Town Commission determined and found that the provisions of this **Ordinance No. 25-07**,

which concerns the post-construction safety of condominium and cooperative association buildings, **does not** impose *more restrictive* and/or *more burdensome* regulation or procedures on construction, reconstruction, or redevelopment of property; and

**WHEREAS**, on **January 13<sup>th</sup>, 2026**, the Town Commission finds that the purpose of this **Ordinance No. 25-07** is to comply with state law and, pursuant to *Section 166.041(4)(c)1., Florida Statutes (2025)*, no business impact estimate is required to be prepared or posted prior to adoption; and

**WHEREAS**, on **January 13<sup>th</sup>, 2026**, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 25-07** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 25-07** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-07** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Ordinance No. 25-07** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-07**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-07**.

**Section 2. Amendment.**

*Chapter 14, Article I, of the Code of Ordinances of the Town of Dundee, Florida* (the "Code"), is hereby amended to create *Sec. 14-5 of the Code* (provisions deleted are shown as ~~strike through~~ and provisions added are shown as underlined).

*Section 14-5 of the Code* is hereby created to read, as follows:

**Sec. 14-5. Condominium and cooperative association building safety.**

A condominium or cooperative association and any other owner that is required by law to perform milestone inspections must schedule or commence repairs for substantial structural deterioration within 365 days after the building official receives a phase two inspection report.

### **Section 3. Conflicts.**

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 25-07** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee 2030 Comprehensive Plan* and/or *Code of Ordinances of the Town of Dundee, Florida*, unless such repeal is explicitly set forth herein.

### **Section 4. Severability.**

The provisions of this **Ordinance No. 25-07** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 25-07**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission hereby declares that it would have passed this **Ordinance No. 25-07**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 25-07** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 25-07** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 25-07** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 25-07**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 25-07**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

### **Section 5. Administrative Correction of Scrivener's Errors.**

It is the intention of the Town Commission that sections of this **Ordinance No. 25-07** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 25-07** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public

hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

**Section 6. Codification.**

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 25-07** shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The implementing sections of this **Ordinance No. 25-07**, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-07**, *provided* that the Town Commission requests for the codifier to make a State Law reference to “Milestone inspections for condominiums and cooperative associations; F.S. § 553.889” as a courtesy to readers and users of the Code.

**Section 7. Business Impact Estimate.**

On October 1, 2023, *Senate Bill 170* (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. On October 1, 2024, *Senate Bill 1628* (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, further amended *Section 166.041, Fla. Stat. (2024)*, by creating certain express exclusion(s).

In this instance, this **Ordinance No. 25-07** is required for compliance with general law of the State of Florida. As such, pursuant to applicable Florida law, this **Ordinance No. 25-07** is exempt and does **not** require a business impact estimate.

**Section 8. Effective Date.**

This **Ordinance No. 25-07** shall become effective immediately upon its passage and adoption by the Town Commission after Second and Final Reading.

**[Remainder of page intentionally left blank; Signatures on following page]**

**INTRODUCED AND PASSED** on first reading and public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this **9th day of December, 2025**.

**PASSED AND FINALLY ADOPTED** on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 13<sup>th</sup> day of January, 2026.

**TOWN OF DUNDEE  
TOWN COMMISSION**

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Sam Pennant, Mayor

ATTEST:

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Erica Anderson, Town Clerk

Approved as to form:

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Frederick J. Murphy, Jr., Town Attorney



**Town of Dundee, Florida**  
**Business Impact Estimate**  
**§166.041(4), Fla. Stat. (2024)**

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*<sup>1</sup> and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

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<sup>1</sup> Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☒ The Ordinance is enacted to implement the following:
- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):**

The proposed ordinance updates the Town’s methodology for calculating Equivalent Residential Connections (ERCs) and incorporates revised potable water and wastewater demand standards into the Town Code and Land Development Code. The ordinance establishes updated definitions, clarifies procedural requirements for development review, and standardizes water-usage calculations for the purposes of capacity evaluation and long-range capital planning.

The purpose is to:

- Ensuring accurate and consistent evaluation of potable water system demand.
- Supporting long-term capital planning and infrastructure investment.

- Aligning local regulations with industry best practices and updated utility planning standards.
- Providing transparency and predictability for developers, businesses, and property owners.
- Protecting the public by ensuring that water system capacity is sufficient to meet future growth.

**2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town of Dundee, Florida, if any:**

The ordinance is not expected to impose direct financial costs on existing businesses. However, potential indirect or future impacts may include:

- Revised ERC calculations may adjust water-capacity allocations required for certain new development or redevelopment projects.
- Developers of higher-demand uses may experience changes in calculated ERC totals, which could influence utility capacity fees, if applicable in the future.
- Administrative impacts are minimal, as the ordinance primarily updates technical definitions rather than imposing new compliance requirements.
- 

No new fees, penalties, or reporting obligations are created by this ordinance.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed Town of Dundee Ordinance No. 25-09:**

The ordinance may have a minimal impact on small businesses, primarily in cases where new construction, change of use, or site redevelopment triggers updated ERC calculations. Any such impacts are tied to:

- Utility demand associated with the proposed use;
- Standard development review procedures that already apply.

No disproportionate or unreasonable burdens are expected for small businesses.

**4. Additional information the Town Commission of the Town of Dundee deems useful (if any):**

The ordinance improves administrative efficiency and ensures that utility capacity planning meets current standards. It is not expected to have a material impact on business competitiveness, local employment, or economic development within the Town.

The ordinance does not create any new fees or reporting requirements for businesses.

Potential impacts may include:

- For new construction or redevelopment projects, ERC calculations may change based on updated water-usage standards.
- Businesses proposing new or expanded uses may see adjustments in how their water demand is calculated, which could affect future capacity planning.

Existing businesses that are not changing their use or expanding their buildings will not be affected.



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By: Ken Cassel, Town Manager</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Adoption of Ordinance Implementing Procedures for Certified Recovery Residences and Reasonable Accommodation Requests Pursuant to Chapter 2025-182, Laws of Florida, and Section 397.487(15), F.S. (2025)			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Staff recommends approval of the ordinance creating Article VII, Chapter 14 of the Town Code, implementing procedures for certified recovery residences and the reasonable accommodation process as required under Chapter 2025-182, Laws of Florida, and Section 397.487(15), Florida Statutes (2025).			
<b>SUMMARY and/or JUSTIFICATION:</b>		The proposed ordinance fulfills the Town of Dundee's obligation to implement these provisions by creating Article VII, Chapter 14 of the Town's Code of Ordinances. The new article outlines procedures for reviewing and processing reasonable accommodation requests and establishes standards for certified recovery residences operating within the Town. The ordinance also includes provisions related to conflicts, severability, administrative correction of scrivener's errors, codification, and the required business impact estimate.			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 25-08 2 <sup>nd</sup> reading Exhibit A Business Impact Estimate			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE: 25-08 2<sup>nd</sup> Reading</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES AND FOR REQUESTING A REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; IMPLEMENTING SECTION 397.487(15), FLORIDA STATUTES (2025); CREATING ARTICLE VII, CHAPTER 14, OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.			
<b>FISCAL IMPACT (if any):</b>		There is no financial impact as a result of this item			\$0.00

## ORDINANCE NO. 25-08

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE ESTABLISHMENT OF REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES AND FOR REQUESTING A REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; IMPLEMENTING SECTION 397.487(15), FLORIDA STATUTES (2025); CREATING ARTICLE VII, CHAPTER 14, OF THE CODE OF ORDINANCES, TOWN OF DUNDEE, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in 2015, the Florida Legislature established a voluntary certification program for sober recovery residences within the Florida Department of Health to provide foundational support for those individuals receiving a program of addiction treatment or reentering society after successful completion of a program of addiction treatment; and

**WHEREAS**, *CS/CS/CS/SB 954 (2025)*, codified at *Section 397.487(15), Florida Statutes*, requires the Town Commission of the Town of Dundee, Florida (the "Town Commission"), to adopt an ordinance *establishing procedures for the review and approval of certified recovery residences* within the Town's municipal limits inclusive of a *process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence*; and

**WHEREAS**, the Town Commission desires to implement the reasonable accommodation component of *CS/CS/CS/SB 954 (2025)*, codified at *Section*

397.487(15), *Florida Statutes*, by adopting a process for requesting a reasonable accommodation from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

**WHEREAS**, a **reasonable accommodation** is an established method by which an individual who is disabled or handicapped (as those terms are defined in Title II of the *Americans with Disabilities Act* and/or the *Fair Housing Amendments Act of 1988*, hereafter collectively the “disabled”), or a qualified provider of services to the disabled, can request a reasonable and necessary modification or alteration in the application of a specific provision of local law, rule, policy, or practice to afford an equal opportunity for the individual or the disabled within the service provider’s care to use and enjoy housing; and

**WHEREAS**, Town Commission desires to implement the requirements of CS/CS/CS/SB 954 (2025), codified at *Section 397.487(15), Florida Statutes*, by adopting and creating *Article VII, Chapter 14*, of the *Code of Ordinances, Town of Dundee, Florida* (the “Code”); and

**WHEREAS**, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend the Code by adopting and creating *Article VII, Chapter 14*, of the Code relating to certain requests for reasonable accommodations and the establishment of certified recovery residences; and

**WHEREAS**, on **December 9, 2026**, at a duly noticed public meeting, the Town Commission of the Town of Dundee determined and found that the provisions of this **Ordinance No. 25-08**, which are required in accordance with applicable Florida law, concerning certain requests for reasonable accommodations and the establishment of certified recovery residences **does not** impose *more restrictive* and/or *more burdensome* regulation or procedures on construction, reconstruction, or redevelopment of property; and

**WHEREAS**, on **January 13th 2026**, the Town Commission finds that the purpose of this **Ordinance No. 25-08** is to comply with state law and, pursuant to *Section 397.487(15), Florida Statutes (2025)*, no business impact estimate is required to be prepared or posted prior to adoption; and

**WHEREAS**, on **January 13th 2026**, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 25-08** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 25-08** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-08** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Ordinance No. 25-08** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-08**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-08**.

**Section 2. Amendment.**

The *Code of Ordinances, Town of Dundee, Florida* (the "Code") is hereby amended to create *Article VII, Chapter 14, of the Code* as set forth in **Exhibit "A"** attached hereto and made a part hereof by reference (provisions deleted are shown as ~~strikethrough~~ and provisions added are shown as underlined).

**Section 3. Conflicts.**

All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 25-08** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee 2030 Comprehensive Plan* and/or *Code of Ordinances, Town of Dundee, Florida*, unless such repeal is explicitly set forth herein.

**Section 4. Severability.**

The provisions of this **Ordinance No. 25-08** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 25-08**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Ordinance No. 25-08**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences,

clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 25-08** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 25-08** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 25-08** is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 25-08**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 25-08**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

#### **Section 5. Administrative Correction of Scrivener's Errors.**

It is the intention of the Town Commission that sections of this **Ordinance No. 25-08** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 25-08** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

#### **Section 6. Codification.**

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 25-08** shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-08**, *provided* that the Town Commission requests for the codifier to make a State Law reference to "CS/CS/CS/SB 954 (2025), codified at Section 397.487(15), Florida Statutes, for reasonable accommodations for certified recovery residences" "as a courtesy to readers and users of the Code.

#### **Section 7. Business Impact Estimate.**

On October 1, 2023, *Senate Bill 170* ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending *Section 166.041, Florida Statutes*, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. On October 1, 2024, *Senate Bill 1628* ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, further amended *Section 166.041, Fla. Stat. (2024)*, by creating certain express exclusion(s).



In this instance, this **Ordinance No. 25-08** is required for compliance with general law of the State of Florida. As such, pursuant to applicable Florida law, this **Ordinance No. 25-08** is exempt and does **not** require a business impact estimate.

**Section 8. Effective Date.**

This **Ordinance No. 25-08** shall become effective immediately upon its passage and adoption after Second and Final Reading.

**INTRODUCED AND PASSED** on first reading and public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this 9th day of December, 2025.

**PASSED AND FINALLY ADOPTED** on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 13<sup>th</sup> day of January, 2026.

**TOWN OF DUNDEE  
TOWN COMMISSION**

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Sam Penant, Mayor

ATTEST:

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Erica Anderson, Town Clerk

Approved as to form:

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Frederick J. Murphy, Jr., Town Attorney

**Town of Dundee, Florida**  
**Business Impact Estimate**  
**§166.041(4), Fla. Stat. (2024)**

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)*<sup>1</sup> and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

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<sup>1</sup> Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or

The Ordinance is enacted to implement the following:

- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
- b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
- b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
- c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
- d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):**

This ordinance establishes local regulations and procedures for Certified Recovery Residences operating within the Town of Dundee. It also establishes a formal process for individuals and entities to request a reasonable accommodation, as required under:

- Chapter 2025-182, Laws of Florida
- Section 397.487(15), *Florida Statutes (2025)*

The ordinance creates Article VII, Chapter 14 of the Town's Code of Ordinances and provides guidelines for receiving, processing, and deciding requests for reasonable accommodation relating to zoning, occupancy, spacing, and similar regulatory matters.

This ordinance serves the following public purposes:

- Ensures local compliance with recently enacted state law.
- Establishes a clear and predictable process for individuals seeking reasonable accommodations under the Americans with Disabilities Act (ADA) and Fair Housing Act (FHA).
- Ensures recovery residences operate safely and in accordance with state certification standards.
- Promotes transparency, administrative consistency, and fairness in Town decision-making processes.
- Reduces the risk of legal disputes by providing structured and documented procedures.

**2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:**

The ordinance does not impose direct financial burdens on businesses under normal circumstances.

Potential impacts include:

- Certified recovery residences may experience administrative obligations related to submitting documentation required by the state or to request a reasonable accommodation.
- Applicants may incur costs associated with preparing a reasonable accommodation request (e.g., consultant fees), but these costs are voluntary and based on their chosen representation.
- The ordinance does *not* impose licensing fees, impact fees, or new recurring charges by the Town.
- 

Existing recovery residences that already comply with state certification laws are expected to see minimal economic impact.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-08*:**

Only small businesses operating certified recovery residences or similar housing may be affected. Impacts may include:

- Additional administrative steps for compliance with state rules.
- Possible need to submit reasonable accommodation requests for zoning or land-use deviations.

No indirect impacts are anticipated for unrelated small businesses.

**4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):**

This ordinance promotes transparency, fairness, and consistency in how recovery residences and reasonable accommodation requests are handled. It is not expected to create significant economic hardship for businesses or the community.

## TOWN OF DUNDEE

### EXHIBIT "A" ORDINANCE 25-08

Provisions being deleted are shown as ~~striketrough~~ and  
provisions being added are shown as underlined

#### CHAPTER 14 – BUILDINGS AND BUILDING REGULATIONS

#### ARTICLE VIII. – REASONABLE ACCOMMODATIONS AND CERTIFIED RECOVERY RESIDENCE(S)

##### **Sec. 14-247. – Purpose.**

The purpose of this Article is to address the establishment of certified recovery residences, as defined in s. 397.311(5), F.S., and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the Town's ordinances, rules, policies, and procedures consistent with the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA").

##### **Sec. 14-248. – Definitions.**

For purposes of this Article, the terms used in this herein shall possess the meanings, interpretations and/or definitions assigned in §397.311, Florida Statutes (2025), as may be amended, provided however, that where one (1) of the following listed terms set forth in this Section is used in this Article, such term(s) shall possess the corresponding meaning, as follows:

(a) *Certified recovery residence* means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as defined in §397.311, Florida Statutes (2025), as may be amended, including Level I through Level IV certified recovery residences.

(b) *Certificate of compliance* means a certificate issued by a credentialing entity to a recovery residence or recovery residence administrator.

(c) *Certified recovery residence administrator* means a recovery residence administrator who holds a valid certificate of compliance.

(d) *Town Code* means the *Code of Ordinances, Town of Dundee, Florida* and/or *Land Development Code of Dundee*.

(e) *Town Representative* means, for purposes of this Article, the Town Manager, or his/her designated appointee, who is authorized to act on behalf of the Town of Dundee,

Florida, in the administration of this Article. The Town Representative does not have the authority to waive or modify any condition or term of the Town Code.

(f) *Reasonable accommodation* means an established method by which an individual who is *disabled* or *handicapped* (as those terms are defined in *Title II of the Americans with Disabilities Act* and/or the *Fair Housing Amendments Act of 1988*) (hereafter collectively referred to as the “disabled”), or a service provider and/or provider to the disabled, can request a reasonable and necessary modification or alteration in the application of conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code in order to afford an equal opportunity for the individual or the disabled within the service provider’s care to use and enjoy housing which may include, but is not to be limited to, a waiver or modification of land use, zoning, or other regulations.

#### **Sec. 14-249. - Applicability.**

This Section applies to a certified recovery residence seeking a reasonable accommodation from applicable conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code within the corporate limits of the Town. This Section shall not supersede any declaration of covenants, conditions, or restrictions of a condominium, cooperative, or homeowners’ association governed by *Chapters 718, 719, or 720, Florida Statutes*.

Except for the seeking of a reasonable accommodation, the review and approval of a certified recovery residence is governed by the applicable conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code.

#### **Sec. 14-250. – Application for Reasonable Accommodations.**

(a) *Application*. Applications for a reasonable accommodation under this Section from the applicable conditions, policies, procedures, processes, provisions, rules and requirements of the Town Code that may hinder the establishment of a certified recovery residence shall be made in writing to the Town of Dundee Development Services Department on a form provided by the Town and shall, at a minimum, provide the following information:

1. The name and contact information of the applicant making the request. If the applicant is not the certified recovery residence administrator who will be actively managing the certified recovery residence, the administrator’s name, contact information, and a copy of the administrator’s certification must also be provided. If the applicant is not the owner of the property where the reasonable accommodation is being requested, then the contact information for the owner must be included;
2. The location where the reasonable accommodation is requested, including the address and applicable parcel identification number;

3. A description of the reasonable accommodation(s) requested, identifying the applicable conditions, policies, procedures, processes, provisions, rules and requirements of the Town Code for which the applicant needs reasonable accommodation(s), and why the reasonable accommodation(s) are necessary;

4. Certification stating the following:

I certify, under penalty of perjury, that the information provided in this application is true and correct. I understand that, if I knowingly provide false information with this request, my request shall become null and void;

5. Any additional information or documentation which the applicant feels is necessary to support the request for reasonable accommodation(s);

6. Copy of the applicable certificate of compliance; and

7. The signature of the applicant and date.

(b) Confidential Information. Applications for a reasonable accommodation under this Section should not include information or records specific and personal to any individual's medical diagnosis, prognosis, history, or treatment. Provided however, should the information provided by the applicant to the Town include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled, such disabled may, at the time of submitting such medical information, request that the Town, to the extent allowed by applicable law, treat such medical information as confidential information of the disabled. The Town shall thereafter endeavor to provide written notice to the disabled, and/or their representative, of any request received by the Town for disclosure of the medical information or documentation which the disabled has previously requested be treated as confidential by the Town. The Town will cooperate with the disabled, to the extent allowed by applicable law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the Town shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled.

(c) Review Process. The Town Representative shall have the authority to consider and act on application(s) for reasonable accommodation(s), recertification of an approved reasonable accommodation, and amendment to an approved reasonable accommodation.

1. Upon receipt of an application for reasonable accommodation(s), which shall be submitted on the form provided by and submitted to the Town of Dundee Development Services Department, the application shall be date-stamped;

i. The Town Representative may determine that additional information is necessary in order to reach a determination on an application for reasonable accommodation(s); and, in the event a request for additional information is required to process the application, the Town Representative shall notify the applicant in writing (hereafter the "Written Notice") within 30 days following receipt of the application for reasonable accommodation(s) that additional information and/or the required minimum information was not submitted;

ii. The Written Notice shall identify the documents and/or information necessary to process the application;

iii. The applicant shall provide the requested documents and/or information identified in the Written Notice within 30 days; and

iv. If the applicant fails to provide the identified documents/information necessary to process the application within the above-referenced timeframe, the Town Representative shall issue a written notice advising that the applicant failed to timely submit the additional information and therefore the application for reasonable accommodation(s) shall be deemed abandoned and/or withdrawn and no further action by the Town with regard to said reasonable accommodation(s) application shall be required.

2. Within sixty (60) days of receipt of a completed application for reasonable accommodation(s), the Town Representative shall issue a written determination approving, approving with conditions, or denying the application for reasonable accommodation(s);

3. In the event additional information is requested by the Town Administrator, the 60-day time frame for issuing a written determination shall be extended by 30 days;

4. In reviewing the application for reasonable accommodation(s), the Town Representative may conduct site visit(s) and/or utilize Town consultant(s) in issuing a determination; and

5. If a written determination is not issued within 60 days after the receipt by the Town of a completed application for reasonable accommodation(s), the application shall be deemed approved unless the time periods specified in this Article have been extended by mutual agreement of the parties with such extension confirmed in writing.

#### **Sec. 14-251. – Review Criteria.**

(a) Decisions on an application for reasonable accommodation(s) under this Article shall be based on making the minimum reasonable accommodation necessary to accomplish the



purpose of the request and meet the requirements of the *Fair Housing Amendments Act of 1988*, the *Americans with Disabilities Act*, and *Chapter 2025-182, Laws of Florida*.

(b) The applicant shall be required to establish that the operator and/or administrator of the certified recovery residence is qualified to provide such services and/or housing to qualifying individuals. An operator and/or administrator may establish its qualification by demonstrating that they are certified by the Florida Association of Recovery Residences, National Alliance for Recovery Residences, or other similar nationally recognized accrediting agency for recovery residences.

(c) *Alternative accommodation*. If the Town Representative finds that the applied for accommodation(s) impose an undue financial and/or administrative burden on the Town and/or require a waiver of the Town's land use or zoning regulation(s), the Town Representative may consider, determine, and propose other reasonable alternative accommodation(s) which would effectively meet the applicant's need(s). In considering and proposing other reasonable alternative accommodation(s), the Town Representative shall utilize Town consultants.

(d) *Application Fee(s)*. Each applicant for approval of a reasonable accommodation from the application of conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code shall pay any applicable cost recovery as provided in *Section 8.08.00 of the Land Development Code of Dundee* which includes, but shall not be limited to, an application fee and to help defray the cost to the Town of reviewing the application and making a determination as to whether or not the request for a reasonable accommodation satisfies the review criteria set forth in this Article.

#### **Sec. 14-252. – Determination.**

Within sixty (60) days of receipt of a completed application, the Town Representative shall issue a written determination approving, approving with conditions, approving with reasonable alternative accommodation(s), or denying the application for reasonable accommodation(s). If no determination is issued within sixty (60) days of the Town's receipt of a completed application, and no written extension of time and/or other extension of time is applicable, the application shall be deemed approved.

#### **Sec. 14-253. – Appeals.**

Pursuant to *Section 8.02.03 of the Land Development Code of Dundee*, the Development Review Special Magistrate shall hear and decide appeals when it is alleged by the applicant and/or disabled that there is an error in any requirement, decision, or determination made by the Town Representative in the administration and enforcement of this Article.

**Sec. 14-254. – Enforcement.**

(a) Stay of enforcement. While an application for reasonable accommodation(s), or an appeal of a determination on and/or for an application for reasonable accommodations, is pending, the Town shall not enforce the conditions, policies, procedures, processes, provisions, rules and requirements set forth in the Town Code against the applicant.

(b) Revocation. The approval(s) granted under this Article for reasonable accommodation(s) may be revoked or modified, as follows:

i. Any approved reasonable accommodation(s) shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation(s) by a court of law or by the special magistrate hearing code enforcement cases;

ii. The failure to obtain state certification(s), required state license(s), or the failure to maintain state certification(s), required state license(s), or alternate certification(s) permitted by this Article, shall result in revocation of the reasonable accommodation(s) and cessation of operations within sixty (60) days of termination of the license(s) and/or certification(s); and

iii. The Town shall provide 30-days' written notice of any proposed revocation.

(c) Expiration of approvals. The approval(s) of and/or for reasonable accommodation(s) shall expire within one hundred eighty (180) days if not implemented and/or acted upon by the applicant.

(d) Reinstatement. If the certificate of compliance is reinstated within one hundred eighty (180) days of revocation, the accommodation(s) may be reinstated administratively by the Town Representative.

**Sec. 14-255. – General Provisions.**

The general provisions set forth in this Section shall be applicable to this Article, as follows:

(a) Calculation of Time. The calculation of the number of days that have passed during any time period prescribed by this Article shall be based on Calendar Days (unless specified otherwise in this Article). Unless otherwise specified in this Article, the calculation of the number of days that have passed during any time period prescribed in or by this Article shall commence on the day immediately following the event triggering such time period. For purposes of this Article, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Article expires and/or falls on a Saturday, Sunday or Town recognized holiday, said expiration and/or deadline shall be

automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

(b) For purposes of this Article, *business days* shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

(c) For purposes of this Article, *calendar days* and/or *days* shall mean any day in a 365-day calendar.

(d) *Date of receipt.* For purposes of this Article, an e-mail and/or submittal(s) sent electronically and received by the Town Representative on or before 12:00 PM on a Business Day shall be deemed to have been received on the Business Day which the e-mail and/or submittals were sent. In the event an e-mail and/or submittal(s) are sent electronically and received by the Town Representative on or after 12:01 PM on a Business Day, the e-mail and/or submittals shall be deemed to have been received on the next Business Day.

(e) A reasonable accommodation is specific to the applicant and shall not run with the land.

(f) A reasonable accommodation shall not excuse and/or waive an applicant's obligation to adhere to and comply with applicable law.

(g) *Public Notice of availability of reasonable accommodation(s).* The Town shall display a notice in the Town's public notice bulletin board (and shall maintain copies available for review in the Development Services Department and the Office of the Town Clerk), advising the public that the disabled and qualifying entities may request a reasonable accommodation as provided in this Article.



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By: Ken Cassel, Town Manager</b>	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Adoption of Ordinance Amending Sections 54-3 and 54-8 of the Town Code and Article 9 of the Land Development Code Relating to Equivalent Residential Connections (ERCs)			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		Staff recommends approval of the ordinance amending Sections 54-3 and 54-8 of the Town Code and Article 9 of the Land Development Code relating to Equivalent Residential Connections and potable water utility capacity planning.			
<b>SUMMARY and/or JUSTIFICATION:</b>		The proposed ordinance amends Sections 54-3 and 54-8 of the Town of Dundee Code of Ordinances and Article 9 of the Land Development Code to revise the Town's ERC definitions, calculations, and application procedures. These amendments ensure more accurate evaluation of water system impacts associated with new development, redevelopment, and capital planning. The ordinance also updates applicable cross-references and incorporates new statutory or regulatory considerations.			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
		X			
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 25-09 attached 2 <sup>nd</sup> reading Exhibit A Exhibit B Business Impact Estimate			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE: 25-09 2<sup>nd</sup> Reading</b>	
				X	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO EQUIVALENT RESIDENTIAL CONNECTION(S) IN AND/OR FOR EVALUATING CAPITAL FACILITY NEEDS IN PROVIDING POTABLE WATER UTILITY SERVICE(S); AMENDING SECTIONS 54-3 AND 54-8 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; AMENDING ARTICLE 9 OF THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; AND UPDATING AND AMENDING APPLICABLE CROSS-REFERENCES; PROVING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.			
<b>FISCAL IMPACT (if any):</b>		There is no financial impact as a result			\$0.00

## ORDINANCE NO. 25-09

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO EQUIVALENT RESIDENTIAL CONNECTION(S) IN AND/OR FOR EVALUATING CAPITAL FACILITY NEEDS IN PROVIDING POTABLE WATER UTILITY SERVICE(S); AMENDING SECTIONS 54-3 AND 54-8 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; AMENDING ARTICLE 9 OF THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; AND UPDATING AND AMENDING APPLICABLE CROSS-REFERENCES; PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Florida Legislature has enacted the *Local Government Comprehensive Planning and Land Development Regulation Act* (F.S. Ch. 163, Part II) which mandates the preparation of comprehensive plans and land development codes for all units of local government; and

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

**WHEREAS**, *Section 163.3177(6)(c), Florida Statutes (2025)*, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to

meet the water needs within the local government's jurisdiction, and include a work plan for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and

**WHEREAS**, pursuant to *Section(s) 163.3184 and 166.041, Florida Statutes (2025)*, the *Town of Dundee Planning and Zoning Board* (the "Board"), serving as the Local Planning Agency designated by the Town, and the Town Commission have held duly noticed public meeting(s) and hearing(s) on the proposed amendments (the "Amendments") to the *Code of Ordinances of the Town of Dundee, Florida* and *Land Development Code of the Town of Dundee, Florida* (collectively referred to as the "Code"); and

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

**WHEREAS**, on May 14, 2024, at a duly noticed public hearing, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), passed and adopted *Town of Dundee Ordinance No. 23-10* which amended the *Town of Dundee 2030 Comprehensive Plan* (the "TOD Plan") and the Town's adopted *levels of service (LOS)* for potable water from 140 GPD to 115 GPD; and

**WHEREAS**, on June 24, 2025, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Resolution No. 25-21* (the "Resolution"); and

**WHEREAS**, a copy of the Resolution is attached hereto as **Composite Exhibit "B"** and incorporated herein by reference; and

**WHEREAS**, the Resolution authorized, directed, and supported any necessary amendment(s) to the TOD Plan, *Code of Ordinances of the Town of Dundee, Florida* and/or *Land Development Code of Dundee* in order for the Town to adopt an LOS standard of 250 GPD and 200 GPD respectively attributable to an *equivalent residential connection (ERC)* for purposes of evaluating the capital facility needs in providing potable water and wastewater utility service(s); and

**WHEREAS**, the Resolution (see **Composite Exhibit "B"**) authorized the Town Manager to take any and all necessary further action(s) to effectuate the intent of the Resolution which included, but was not to be limited to, executing the applicable and approved form entitled *Town of Dundee Certification of Sufficient Potable Water Capacity* on behalf of the Town; and

**WHEREAS**, pursuant to applicable Florida law which includes, but is not limited to, *Section(s) 163.3184 and 166.041, Florida Statutes*, the public meeting(s) and hearing(s) of the Board and Town Commission on and/or for the Amendments (see

**Composite Exhibit “A”**) were advertised and held with due public notice in order to obtain public comment, consider any written comments, and/or consider any oral comments received during the public hearing(s); and

**WHEREAS**, pursuant to applicable Florida law, all statutory, substantive, and procedural requirements have been satisfied for the adoption of this **Ordinance No. 25-09** by the Town Commission; and

**WHEREAS**, in the exercise of its legislative authority, the Town Commission has determined it is in the best interests of the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, and consistent and in accordance with applicable Florida law to amend the Code in order for the Town to adopt an LOS standard of 250 GPD and 200 GDP respectively attributable to an ERC for purposes of evaluating the capital facility needs in providing potable water and wastewater utility service(s); and

**WHEREAS**, on June 26, 2025, CS/CS/SB 180 (the “Bill”) was signed into law by the Governor and codified in *Chapter 2025-190, Laws of Florida*; and

**WHEREAS**, the Bill provides, in pertinent part, that each county listed in the Federal Disaster Declaration for *Hurricane Debby (DR-4806)*, *Hurricane Helene (DR-4828)*, or *Hurricane Milton (DR-4834)*, and each municipality within one (1) of those counties, **may not** propose or adopt **before October 1, 2027**, any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; more restrictive or burdensome amendments to its comprehensive plan or land development regulations; and/or more restrictive or burdensome procedures concerning review, approval, or issuance of a *site plan*, *development permit*, or *development order*, to the extent that those terms are defined by *Section 163.3164, Florida Statutes*; and

**WHEREAS**, on **December 9, 2026**, at a duly noticed public meeting, the Town Commission determined and found that the Amendments (see **Composite Exhibit “A”**) and/or provisions of this **Ordinance No. 25-09**, which are required in order to effectively and strategically plan for the unprecedented residential growth and development of land within the corporate limits of the Town of Dundee, Florida, **do not** impose *more restrictive* and/or *more burdensome* regulation(s) or procedure(s) on construction, reconstruction, or redevelopment of property; and

**WHEREAS**, on **January 13, 2026**, at a duly noticed public hearing, the Town Commission determined that this **Ordinance No. 25-09** amending the Code promotes the public health, safety, and general welfare of the community and found that the passage and enactment of this **Ordinance No. 25-09** is consistent with the *Town of Dundee 2030 Comprehensive Plan*; and



**WHEREAS**, the Town Commission finds that the approval and adoption of this **Ordinance No. 25-09** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land, resources, water, and environmentally sensitive resources that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 25-09** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Ordinance No. 25-09**, and the *Town Commission of the Town of Dundee, Florida*, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Ordinance No. 25-09**.

**Section 2. Amendments.**

The *Code of Ordinances, Town of Dundee, Florida* and *Land Development Code of the Town of Dundee, Florida* (hereafter collectively referred to as the "Town Code"), are hereby amended as set forth in **Composite Exhibit "A"** attached hereto and made a part hereof by reference (provisions deleted are shown as ~~strike through~~ and provisions added are shown as underlined).

The *Town Commission of the Town of Dundee, Florida* (hereafter the "Town Commission") hereby ratifies its passage and adoption of *Town of Dundee Resolution No. 25-21*, which is attached hereto as **Composite Exhibit "B"** and incorporated herein by reference, and further approves and adopts the proposed amendment(s), revision(s), and amended/updated cross-references to and/or for the Town Code (hereafter the "Amendments") (see **Composite Exhibit "A"**) in accordance with applicable Florida law which includes, but shall not be limited to, *Section 163.3202, Florida Statutes (2025)*.

**Section 3. Authority.**

This **Ordinance No. 25-09** is enacted pursuant to *Chapter 163, Part II, Florida Statutes*, as amended; the *Municipal Home Rule Powers Act* (F.S. Chapter 166); and *Article VIII, §2 of the Florida Constitution*.

**Section 4. Conflicts.**



All ordinances and resolutions in conflict herewith are hereby repealed but only to the extent necessary to give this **Ordinance No. 25-09** full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee 2030 Comprehensive Plan* and/or *Code of Ordinances, Town of Dundee, Florida*, unless such repeal is explicitly set forth herein.

#### **Section 5. Severability.**

The provisions of this **Ordinance No. 25-09** are severable. If any section, subsection, sentence, clause, phrase of this **Ordinance No. 25-09**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Ordinance No. 25-09**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Ordinance No. 25-09** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Ordinance No. 25-09** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Ordinance No. 25-09** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Ordinance No. 25-09**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Ordinance No. 25-09**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

#### **Section 6. Administrative Correction of Scrivener's Errors.**

It is the intention of the Town Commission that sections of this **Ordinance No. 25-09** may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Ordinance No. 25-09** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

#### **Section 7. Codification.**

It is the intent of the Town Commission that the provisions of Section 2 to this **Ordinance No. 25-09** shall be codified as and become and be made a part of the Town

Code. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, are not intended to be codified; however, the code codifier is granted liberal authority to codify the provisions of this **Ordinance No. 25-09**.

**Section 7. Business Impact Estimate.**

Pursuant to *Section 166.041(4), Florida Statutes (2024)*, before the passage and enactment of this **Ordinance No. 25-09**, the Town of Dundee, Florida, may be required to prepare a *business impact estimate* (the “Impact Estimate”) in order to determine the estimated direct economic impact, if any, which this **Ordinance No. 25-09** and the Amendments (see **Composite Exhibit “A”**) have on private, for-profit, businesses located within the corporate limits of the Town of Dundee, Florida.

Pursuant to applicable Florida law, the Town of Dundee, Florida, prepared the Impact Estimate which is attached hereto as **Exhibit “C”** and made a part hereof by reference; and, pursuant to the Impact Estimate, the Town of Dundee, Florida, determined that this **Ordinance No. 25-09** and the Amendments (see **Composite Exhibit “A”**) have no estimated direct economic impact on private, for-profit businesses located within the corporate limits of the Town of Dundee, Florida.

**Section 8. Effective Date.**

This **Ordinance No. 25-09** shall become effective immediately upon its passage and adoption after Second and Final Reading.

Pursuant to *Section 163.3213, Florida Statutes (2025)*, within twelve (12) months following the effective date of this **Ordinance No. 25-09**, a person whose interests are adversely affected by this **Ordinance No. 25-09** may file a petition with the Florida Department of Commerce in order to challenge this **Ordinance No. 25-09**.

Pursuant to applicable Florida law, no development orders, development permits, or land uses dependent on the Amendments (see **Composite Exhibit “A”**) may be issued or commence before it has become effective.

**INTRODUCED AND PASSED** on first reading and public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled held this 9th day of December, 2025.

**PASSED AND FINALLY ADOPTED** on second reading and adoption public hearing with a quorum present and voting at the meeting of the Town of Dundee Town Commission duly assembled on this 13th day of January, 2026.

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**TOWN OF DUNDEE  
TOWN COMMISSION**

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Sam Penant, Mayor

ATTEST:

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Erica Anderson, Town Clerk

Approved as to form:

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Frederick J. Murphy, Jr., Town Attorney

Town of Dundee, Florida

Ordinance No. 25-09

Potable Water and Wastewater Equivalent Residential Connection(s)

Item 7.

**ORDINANCE NO. 25-09**

**COMPOSITE EXHIBIT "A"**

Provisions being deleted are shown as ~~strikethrough~~ and  
provisions being added are shown as underlined

**Section 1.** *Chapter 54 of the Code of Ordinances of the Town of Dundee, Florida, is amended to read (language stricken is shown as strikethrough text; language added is shown as underlined text):*

**PART II – CODE OF ORDINANCES**  
**CHAPTER 54 – UTILITIES**  
**ARTICLE I. – IN GENERAL**

**Sec. 54-3. – Definitions.**

*Equivalent residential connection (ERC)* shall mean a unit of measurement of water and wastewater service used to determine water and wastewater service capacity usage and connection fees for a new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit. One ERC equates to ~~360~~ 250 gallons per day (GPD) of water used and ~~200270~~ 200270 GPD of wastewater generated. The ERCs for a new user of the Town of Dundee-owned water and/or wastewater system shall be determined by the Town of Dundee as the method by which a new user pays the fair share of the costs for the new use.

**Sec. 54-8. – Connection fees.**

- (a) *[General.]* There shall be paid by all users connecting to the Town of Dundee utility system(s) including water and wastewater at the time an application is made for every type of building permit or mobile home setup permit, connection fees as provided in the schedule attached hereto as Attachment A, titled: "2022 Residential Water and Sewer Usage, ERC Values, and Connection Fees" and incorporated herein by reference.
- (b) *Basis for determination.* All connection fees, as set forth in Attachment A, titled: "2022 Residential Water and Sewer Usage, ERC Values, and Connection Fees" of this section, and Attachment B, titled "2022 Non-Residential Uses" of Ordinance 22-02 which is attached hereto and incorporated herein by reference, shall be paid by the user for the user's *pro rata* share of the reasonably anticipated costs of expansion, where expansion is reasonably required, and/or the user's fair share of the costs for the new use or impact on the system. The connection fees shall be determined by the Town of Dundee on the basis of the number of equivalent residential connections (ERC's).
- (c) *[Common denominator.]* An ERC equates all classes of residential utility users to a common denominator as listed in Attachment A which is attached hereto and incorporated herein by reference. The town commission of the Town of Dundee hereby adopts the connection fees for residential and non-residential water and wastewater usage as listed in Attachment A and Attachment B, which are attached hereto and incorporated herein by reference.
- (d) *Exceptions:* Where an establishment proposed for connection into the town's utility wastewater system either water and/or wastewater does not conform to any of the user classes defined in

Attachment A or Attachment B, the applicant may submit detailed water consumption records for similar establishments. These records may be used at the sole discretion of the town, to determine the number of equivalent residential connections (ERCs) upon which the connection fee shall be based. For purposes of this Chapter, an ERC shall not exceed 250 GPD.

- (e) *Minimum charge:* Each non-residential/commercial use, unit, or establishment shall have the value(s) set forth by Attachment B. No non-residential/commercial use, unit, or establishment shall have a minimum value less than 1.0 ERC, or 1.0 ERC per water meter.

**Section 2.** *Article 9 of the Land Development Code of the Town of Dundee, Florida,* is amended to read (language stricken is shown as strikethrough text; language added is shown as underlined text):

**PART III – LAND DEVELOPMENT CODE  
ARTICLE 9 – DEFINITIONS**

For the purposes of this Code, the following terms shall have the meanings set forth below. Included are pertinent definitions adopted in the comprehensive plan, in addition to others applicable to this Code but not covered in the plan. It is the intent of this article to incorporate comprehensive plan definitions in substantially the same form in which they were adopted, although some terms may be defined here in a more detailed or restrictive manner. In the event a comprehensive plan amendment conflicts with a definition contained herein, the definition in the comprehensive plan shall take precedence, and shall be incorporated into this Code by reference.

...

*Equivalent residential connection (ERC)* shall mean a unit of measurement of water and wastewater service used to determine water and wastewater service capacity usage and connection fees for a new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit. One ERC equates to ~~360~~ 250 gallons per day (GPD) of water used and ~~270~~200 GPD of wastewater generated. The ERCs for a new user of the Town of Dundee-owned water and/or wastewater system shall be determined by the Town of Dundee as the method by which a new user pays the fair share of the costs for the new use.

**ATTACHMENT A**  
**to COMPOSITE EXHIBIT “A”**  
**Ordinance No. 25-09**

**2022 RESIDENTIAL WATER AND WASTEWATER USAGE, ERC VALUES, AND CONNECTION FEES**

<b>RESIDENTIAL WATER CONNECTION FEES</b>			
<b>Meter Size</b>	<b>Gallons Per Day (GPD) Demand</b>	<b>Connection Fee Factor</b>	<b>Utility Connection Fee<sup>1</sup></b>
<b>Single Family</b>	<b><del>360</del> <u>250</u></b>	<b>1.00</b>	<b>\$2,408.40</b>
<b>Multi-Family Units Including Apartments, Condos, Duplexes</b>	<b>240</b>	<b>0.67</b>	<b>\$1,613.63</b>
<b>Mobile Homes</b>	<b><del>360</del> <u>250</u></b>	<b>1.00</b>	<b>\$2,408.40</b>
<b>Recreational Vehicles</b>	<b>198</b>	<b>0.55</b>	<b>\$1,324.62</b>

<sup>1</sup> For new water and wastewater connections made outside of the Town of Dundee’s corporate boundaries, the Town of Dundee may specifically charge and collect any surcharge permitted by general law.

**ATTACHMENT A**  
**to COMPOSITE EXHIBIT “A”**  
**Ordinance No. 25-09**

<b>RESIDENTIAL WASTEWATER CONNECTION FEES</b>			
<b>Meter Size</b>	<b>Gallons Per Day (GPD) Demand</b>	<b>Connection Fee Factor</b>	<b>Utility Connection Fee</b>
<b>Single Family</b>	<del>270</del> <b>200</b>	<b>1.00</b>	<b>\$3,068.00</b>
<b>Multi-Family Units</b>  <b>Including Apartments, Condos, Duplexes</b>	<b>180</b>	<b>0.72</b>	<b>\$2,209.00</b>
<b>Mobile Homes</b>	<del>270</del> <b>200</b>	<b>1.00</b>	<b>\$3,068.00</b>
<b>Recreational Vehicles</b>	<b>140</b>	<b>0.56</b>	<b>\$1,718.00</b>



Town of Dundee, Florida

Ordinance No. 25-09

Potable Water and Wastewater Equivalent Residential Connection(s)

Item 7.

**ORDINANCE NO. 25-09**

**COMPOSITE EXHIBIT "B"**

Town of Dundee, Florida  
Resolution No. 25-21  
Resolution in Support of LOS Amendments

## RESOLUTION NO. 25-21

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MEMORIALIZING ITS AUTHORIZATION AND SUPPORT FOR THE TOWN TO PROCESS AMENDMENT(S) TO THE TOWN OF DUNDEE 2030 COMPREHENSIVE PLAN, THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA, AND THE LAND DEVELOPMENT CODE OF DUNDEE ADOPTING AN LEVEL OF SERVICE (LOS) STANDARD OF 250 GPD ATTRIBUTABLE TO AN EQUIVALENT RESIDENTIAL CONNECTION (ERC); PROVIDING FOR THE INCORPORATION OF FACTUAL RECITALS; AUTHORIZING THE TOWN MANAGER OR HER/HIS AUTHORIZED DESIGNEE TO TAKE ANY NECESSARY FURTHER ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, *Section 163.3177(6)(c), Florida Statutes (2024)*, requires local governments, except where specifically exempted, to identify alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs within the local government's jurisdiction, and include a work plan for building public, private, and regional water supply facilities, including development of alternative water supplies, necessary to serve existing and new development; and



Town of Dundee, Florida  
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 Resolution in Support of LOS Amendments

**WHEREAS**, on February 27, 2024, the Town Commission of the Town of Dundee (the "Town Commission") adopted *Town of Dundee Resolution No. 24-02* accepting and approving the *CHA Memorandum Riner Water Treatment Plant Capacity Evaluation, January 9, 2024* (the "Memorandum"); and

**WHEREAS**, the Memorandum was prepared by *CHA Consulting, Inc.*, and provided a comprehensive evaluation of the Town's water distribution network in order to identify and plan for improvements necessitated by and/or through concurrency management, substandard infrastructure, and new growth within the corporate limits of the Town of Dundee, Florida; and

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

**WHEREAS**, the Memorandum (see **Exhibit "A"**) estimated the Town's potable water demand for each development unit to total *290 gallons per day (GPD)* which was based on an assumed value of *2.53 persons per household (PPH)* multiplied by a potable water demand of *114.7 gallons per capita day (GPCD)*; and

**WHEREAS**, pursuant to *Section 163.3180(1)(b), Florida Statutes (2024)*, a local government comprehensive plan must demonstrate, for required or optional concurrency requirements, that the *levels of service (LOS)* adopted can be reasonably met; and

**WHEREAS**, pursuant to *Section 163.3180(5), Florida Statutes (2024)*, local governments are required to use professionally accepted studies to evaluate the appropriate LOS, and local governments are also required to use professionally accepted techniques for measuring LOS levels when evaluating potential impacts of a proposed development; and

**WHEREAS**, on May 14, 2024, at a duly noticed public hearing, the Town passed and adopted *Town of Dundee Ordinance No. 23-10* (the "Town Ordinance") which amended the *Town of Dundee 2030 Comprehensive Plan* (the "Comprehensive Plan"); and

**WHEREAS**, the Ordinance amended the Comprehensive Plan based on and/or pursuant to the *Town of Dundee Ten-Year Water Supply Facilities Work Plan* (the "Water Supply Plan") which was attached to the Ordinance as an exhibit; and

**WHEREAS**, the Water Supply Plan was developed to not only satisfy the regulatory requirement(s) set forth in *Chapter 163, Florida Statutes*, and applicable laws of the State of Florida but also to satisfy the requirements and guidelines set forth in the *Regional Water Supply Plan (RWSP)* approved by the Southwest Florida Water Management District (SWFWMD) Governing Board on or about November 2020; and

**WHEREAS**, copies of the Staff Presentation Dated May 14, 2024, Town Staff Report for the Ordinance, and the Ordinance are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

Town of Dundee, Florida  
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**WHEREAS**, the Water Supply Plan (see **Composite Exhibit “B”**) calculated the Town’s *5-year adjusted average per capita water demand* (GPCD), which is based on the reported average daily water demand and total consumption measured by the Town’s functional population, as 112 GPCD; and

**WHEREAS**, the Ordinance (see **Composite Exhibit “B”**) amended the Comprehensive Plan in order to acknowledge the Water Supply Plan as a technical support document, as required by the SWFWMD RWSP which was adopted on or about November 2020, and amend the Town’s adopted LOS standard for potable water from 140 GPD to 115 GPD; and

**WHEREAS**, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the “Moratorium”) establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

**WHEREAS**, pursuant to the Moratorium, *Section 7.02.03 of the Town of Dundee Land Development Code* (the “LDC”), and applicable provision of the *Code of Ordinances of the Town of Dundee* (the “Code”), a *development order* and/or *development permit* will not be approved by the Town unless a satisfactory concurrency evaluation is performed; and

**WHEREAS**, pursuant to applicable provision(s) of the Code and LDC, for purposes of evaluating concurrency in the Town’s potable water utility system, an *equivalent residential connection* (ERC) means, in pertinent part, a unit of measurement of water service used to determine water service capacity usage for a new development/improvement, which reduces all classes of utility system users to a common denominator, such as a standard single-family dwelling unit (i.e., an ERC equates to 360 GPD of potable water); and

**WHEREAS**, on May 20, 2025, the Southwest Florida Water Management District (SWFWMD) held a Governing Board Meeting; and, at that time, SWFWMD *conditionally approved* Consent Agenda Item No. 2.5 which consisted of the Town’s application for the renewal of the *Town Water Use Permit, Permit No. 20005893.014* (the “WUP Renewal”); and

**WHEREAS**, a copy of the WUP Renewal is attached hereto as **Exhibit “C”** and incorporated herein by reference; and

**WHEREAS**, the WUP Renewal authorizes an annual average quantity increase from 917,500 GPD to 1,702,700 GPD; and

**WHEREAS**, the WUP Renewal and increase in the Town’s permitted average daily consumption is predicated on the 2045 demand and a gross per capita daily water use rate of 115 GPD at 2.44 persons per household/residence; and

**WHEREAS**, pursuant to *Section 163.3177(1)(f), Florida Statutes (2024)*, all mandatory and optional elements of the local government comprehensive plan and plan amendments must be



Town of Dundee, Florida  
 Resolution No. 25-21  
 Resolution in Support of LOS Amendments

based upon relevant and appropriate data and an analysis which may consist of, but is not to be limited to, other data available at the time of adoption of the applicable comprehensive plan or plan amendment; and

**WHEREAS**, pursuant to *Section 163.3177(1)(f)(2), Florida Statutes (2024)*, original data collection by a local government is not required so long as the data and methodologies are taken from a professionally accepted source; and

**WHEREAS**, pursuant to *Section 163.3177(4)(a), Florida Statutes (2024)*, coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region is required to be a major objective of the local comprehensive planning process; and, to that end, in the preparation of a comprehensive plan or element thereof, and in the comprehensive plan or element as adopted, the governing body shall include a specific policy statement indicating the relationship of the proposed development of the area to the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, as the case may require and as such adopted plans or plans in preparation may exist; and

**WHEREAS**, on July 16, 2024, Polk County (the "County"), a political subdivision of the State of Florida, adopted *Polk County Resolution No. 2024-134* (the "Polk Resolution") which amended utility system water rates and connection fee(s), amongst other things; and

**WHEREAS**, the amended utility system water rates and connection fee(s), which are the subject of the Polk Resolution, are based on the recommendation(s) set forth in the *Polk County Utilities Utility Rate and Connection Fee Study Final Report, March 2024* (the "Polk Study"); and

**WHEREAS**, the Polk Study was prepared by *Raftelis Financial Consultants, Inc.* ("Raftelis") and encompassed 2,010 square miles and an estimated total population of 798,000 (as estimated by the Bureau of Economic and Business Research); and

**WHEREAS**, pursuant to *Section 163.3180, Florida Statutes (2024)*, and applicable Florida law, the County must establish a LOS standard for each public facility located within the boundary for which the County has authority to issue development orders or development permits which includes, but shall not be limited to, the Town of Dundee, Florida; and

**WHEREAS**, based on the recommendation(s) set forth in the Polk Study, the Polk Resolution amended the LOS attributable to an *equivalent residential connection* (ERC) to 250 GPD (the "LOS Amendment") for purposes of evaluating the capital facility needs in providing water utility services; and

**WHEREAS**, a copy of the LOS Amendment is attached hereto as **Exhibit "D"** and incorporated herein by reference; and

**WHEREAS**, pursuant to *Policy 2.2.8 of the Comprehensive Plan*, the Town is required to assess annually the performance and effectiveness of the Water Supply Plan in order to maximize the use of existing facilities and provide for future needs; and

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**WHEREAS**, pursuant to *Section 163.3177(1)(b), Florida Statutes (2024)*, a local government may include, as part of its adopted comprehensive plan, documents adopted by reference but not incorporated verbatim, provided however, that the adoption by reference identify the title and author of the document and indicate clearly what provisions and edition of the document is being adopted; and

**WHEREAS**, pursuant to applicable Florida law, the Town Commission finds that the Polk Study and Polk Resolution are based upon data and methodologies taken from professionally accepted source(s); and

**WHEREAS**, pursuant to *Section 163.3177(4)(a), Florida Statutes (2024)*, and applicable Florida law, the Town Commission supports any amendment(s) to the *Town of Dundee 2030 Comprehensive Plan*, *Town of Dundee Code of Ordinances*, and *Town of Dundee Land Development Code* consistent with and/or in coordination with the Polk Study and Polk Resolution as related to the amended LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) for purposes of evaluating the capital facility needs in providing potable water utility service(s); and

**WHEREAS**, for purposes of allocating potable water capacity to and/or for the development(s) that qualify for an exception in accordance with the terms and conditions set forth in the Moratorium, satisfying certain conditions and special conditions set forth in the WUP Renewal (see **Exhibit "C"**), and receiving a *Town of Dundee Certification of Sufficient Potable Water Capacity* (the "Certification"), which will be issued by the Town only upon a satisfactory concurrency evaluation, the Town Commission supports the adoption of the LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) which is set forth in the LOS Amendment (see **Exhibit "D"**) and further directs the Town Manager to take all necessary further action(s) to effectuate same; and

**WHEREAS**, pursuant to *Policy 9.2 of the Comprehensive Plan*, prior to the issuance of a development order, the Town requires confirmation that the required and/or necessary utility services are available or are committed to be available concurrent with completion of the development and/or redevelopment; and

**WHEREAS**, the Town Commission finds that the Certification is intended to and will provide the required confirmation that potable water utility service(s) are committed to be available concurrent with completion of the subject development and/or redevelopment; and

**WHEREAS**, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this **Resolution No. 25-21**; and

**WHEREAS**, on June 24, 2025, at a duly noticed public meeting, the Town Commission found that the approval of this **Resolution No. 25-21** is intended to not only support the adoption of the LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC), but



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the approval of this **Resolution No. 25-21** is also intended to approve the form and substance of the Certification attached hereto as **Exhibit "E"** and incorporated herein by reference; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-21** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, on June 24, 2025, the Town Commission found that approval of this **Resolution No. 25-21** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest, the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-21** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Resolution No. 25-21** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Factual Recitals.**

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this **Resolution No. 25-21**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-21**.

**Section 2. Commission Support.**

The Town Commission of the Town of Dundee, Florida, hereby authorizes, directs, and supports the recommended LOS Amendment (see **Exhibit "D"**) which will amend the *Town of Dundee 2030 Comprehensive Plan*, the *Code of Ordinances of the Town of Dundee, Florida*, and the *Land Development Code of Dundee* and adopt an LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) for purposes of evaluating the capital facility needs in providing potable water utility service(s).

**Section 3. Authorization.**

The Town Manager, or her/his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-21** which includes, but shall not be limited to, processing amendment(s) to the *Town of Dundee 2030 Comprehensive Plan*, the *Code of Ordinances of the Town of Dundee, Florida*, and the *Land Development Code of Dundee*

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 Resolution No. 25-21  
 Resolution in Support of LOS Amendments

in order to adopt LOS standard of 250 GPD attributable to an *equivalent residential connection* (ERC) for purposes of evaluating the capital facility needs in providing potable water utility service(s); obtaining any relevant and appropriate data supporting the aforementioned amendment(s); and, upon confirming that an applicant and/or development has satisfied the applicable potable water concurrency requirements, the Town Manager shall execute the applicable *Town of Dundee Certification of Sufficient Potable Water Capacity* on behalf of the Town of Dundee, Florida.

#### **Section 4. Administrative Correction of Scrivener's Errors.**

It is the intention of the Town Commission that sections of this **Resolution No. 25-21** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-21** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

#### **Section 5. Conflicts.**

All resolutions in conflict with this **Resolution No. 25-21** are repealed to the extent necessary to give this **Resolution No. 25-21** full force and effect.

#### **Section 6. Severability.**

The provisions of this **Resolution No. 25-21** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-21**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-21**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-21** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-21** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-21** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-21**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-21**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 7. Effective Date.** This **Resolution No. 25-21** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.



Town of Dundee, Florida  
Resolution No. 25-21  
Resolution in Support of LOS Amendments

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 24th day of June, 2025.

**TOWN OF DUNDEE**



Samuel Pennant, Mayor

ATTEST WITH SEAL:



Erica Anderson, Town Clerk

Approved as to form:

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





# Memorandum

CHA SOLUTIONS, INC.  
3507 EAST FRONTAGE ROAD, STE. 180  
TAMPA, FLORIDA 33706  
PHONE: (813) 549-0919

**To:** Tracy Mercer, Town of Dundee  
**From:** CHA Solutions, Inc.  
**Date:** January 9, 2024  
**RE:** Riner Water Treatment Plant Capacity Evaluation

This item has been digitally signed and sealed by Parsa Pezeshk on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report is intended for review by Town of Dundee and other parties as considered necessary by Town of Dundee and CHA Solutions, Inc.



## 1. Introduction

The Town of Dundee (Town) owns and operates a potable water distribution system with an annual average daily demand (AADD) of approximately 1.00 MGD (based on 2022 monthly operating reports, MORs). The potable water distribution network consists of approximately 49 miles of pipe that distribute potable water from the Town's Hickory Walk and Riner water treatment plants (WTPs) to approximately 1,958 residential and 163 commercial customers. The Town contracted with CHA Consulting, Inc. (CHA) to construct a potable water hydraulic model for the Town's water distribution system, to use the newly developed model to determine the capacity of the existing high-service pump station (HSPS) at the Riner WTP, and to evaluate the system capacity to serve the future Woodland Ranch Estate developments. The hydraulic model developed can serve as a tool for the Town to evaluate water distribution system performance for capital planning purposes to determine improvements needed to accommodate future growth.

## 2. Woodland Ranch Estates Developments

To estimate the demands associated with Woodland Ranch Estates developments, the number of development units was multiplied by an assumed value of 2.53 persons per household (PPH, derived using SWFWMD REQPOP Calculator) to determine the functional population (FP) associated with fully occupied Woodland Ranch Estates developments. The proposed functional population was multiplied by a potable water demand of 114.7 gallons per capita day (gpcd) (based on Town's Public Supply Annual Reports, PSARs) to calculate the associated annual average daily demand (AADD) (see **Table 1**). In this manner, the potable water demand per development unit was calculated to be 290 gpd/unit (2.53 PPH \* 114.7 gpcd). **Figure 1** shows the location of Woodland Ranch Estates developments in Town of Dundee.





Table 1. Estimation of Potable Water Demands for Woodland Ranch Estates

Development	No. of Units	FP*	AADD**(gpd)
Woodland Ranch Estates Phases 1 & 2	308	779	89,351
Woodland Ranch Estates Phase 3	36	92	10,552
Woodland Ranch Estates Phases 1, 2, 3	344	871	99,903

\* Assumption: 2.53 PPH  
 \*\* Assumption: 114.7 gpcd

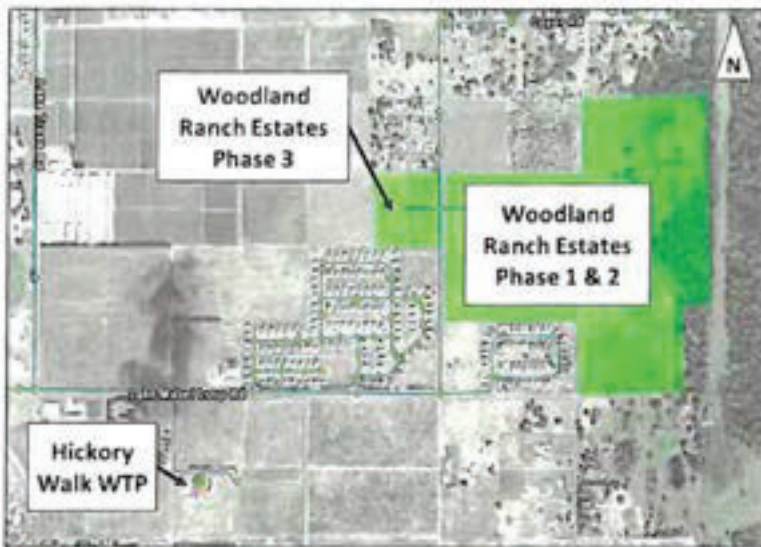


Figure 1. Location of Woodland Ranch Developments in Town of Dundee

### 3. Hydraulic Model Development

A hydraulic model for the Town's water distribution system was constructed in Autodesk InfoWater Pro hydraulic modeling software. Most of the pipe information was extracted from *DiamondMaps™* (the online platform that the Town uses to document and track the system infrastructure). Several missing pipes were identified during model development and were added based on discussions with Town's operational staff according to their knowledge of the system. The customer meters in the potable water system were geocoded based on the customer meter data shared by the Town and the associated demands were allocated in the hydraulic model. The length distribution of potable pipes according to diameter is shown in **Table 2**. There are two (2) WTPs that supply potable water to the system: Hickory Walk and Riner. The parameters related to each WTP (high service pumps, HSP; ground storage tanks, GST) are summarized in **Table 3**. The curves for the pumps at Hickory Walk HSPs were adjusted based on SCADA flow, pressure, and speed data (see **Appendix B**). The curve for the pumps at Riner HSPS was confirmed using the SCADA pressure and speed data (flows are not recorded by SCADA system at Riner). The pump parameters for potable water HSPSs are shown in **Table 4**. The Town's potable water distribution system pipe network is shown in **Figure 2**. The pump curves used in the hydraulic model for Hickory Walk and Riner WTP HSPSs are shown in **Figure 3** and **Figure 4**, respectively.



Table 2. Potable Water Distribution System Pipes and Length Summary

Diameter (in)	Length (ft)	Length (mi)
1	656	0.1
2	39,901	7.6
4	9,140	1.7
6	103,096	19.5
8	18,353	3.5
10	82,162	15.6
12	4,352	0.8
20	2,453	0.5
Total Length =	260,113	49

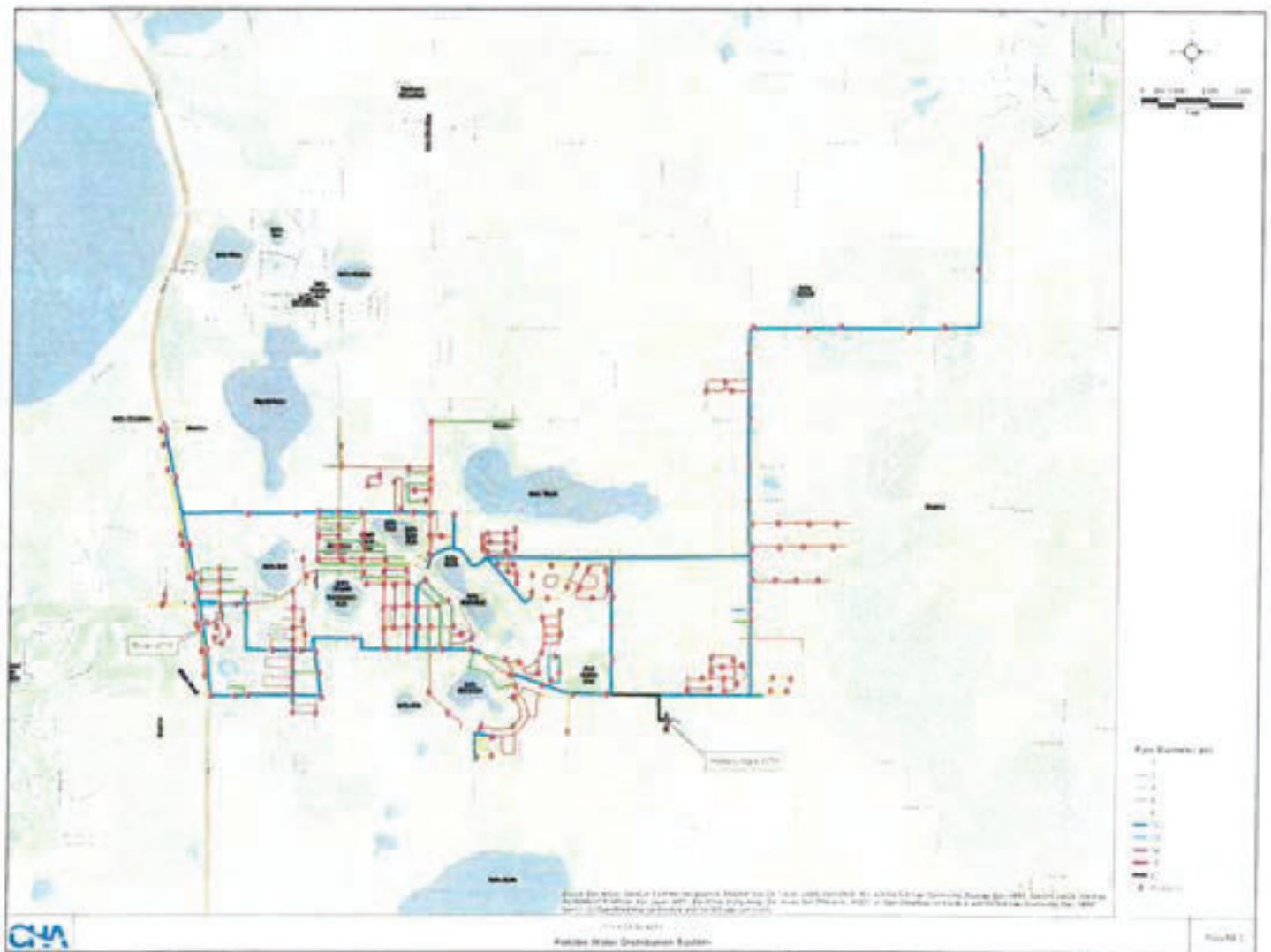
Table 3. Water Treatment Plants: Summary of Parameters

WTP	Description
Hickory Walk	Number of high-service pumps: 4 (2 main and 2 jockey)
	Jockey HSP capacity, each: 585 gpm @ 185 ft TDH, 3500 rpm, VFD (HSP 1&2)
	Main HSP capacity, each: 1500 gpm @ 175 ft TDH, 1775 rpm, VFD (HSP 3&4), 100-hp motor
	HSPS discharge pressure setpoint: 45 psi
	HSPS elevation: 213 ft
	GST: Diameter=75 ft, Volume=0.75 MG, Side Water Depth = 23 ft
	HSPS has a flow meter (connected to the SCADA system)
Riner	Number of high-service pumps: 2
	HSP capacity, each: 1200 gpm @ 200 ft TDH, 3500 rpm, VFD, 100 hp motor
	HSPS discharge pressure setpoint: 75 psi
	HSPS elevation: 133 ft
	GST: Diameter=55 ft, Volume=0.25 MG, Side Water Depth = 14 ft
	HSPS has a flow meter (incompatible for connection to SCADA system)

Table 4. Pump Parameters for HSPSs at Hickory Walk and Riner WTPs

HSPS	Pump	Flow (gpm)	Head (ft)	Speed (rpm)	Manufacturer	Serial No.	Size	Model
Hickory Walk	HSP1	585	185	3500	Aurora Pentair	10-1963568-2	2.5X3X10B	411 BF
	HSP2	585	185	3550	Aurora Pentair	21-2607530	2.5X3X10B	411
	HSP3	1500	175	1775	Aurora Pentair	10-1963574-2	5X6X17	
	HSP4	1500	175	1775	Aurora Pentair	10-1963574-1	5X6X17	411 BF
Riner	HSP1	1200	200	3500	Aurora Pentair	05-1270442-1	4X5X10B	413 BF
	HSP2	1200	200	3500	Aurora Pentair	22-2620622	4X5X10B	413N LFC







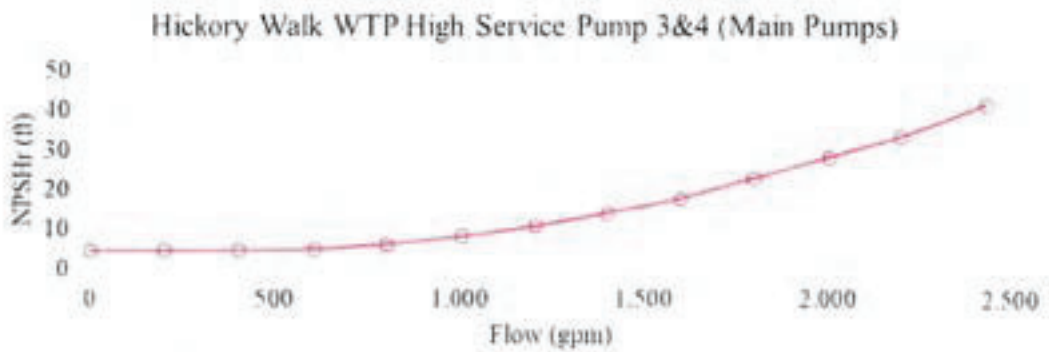
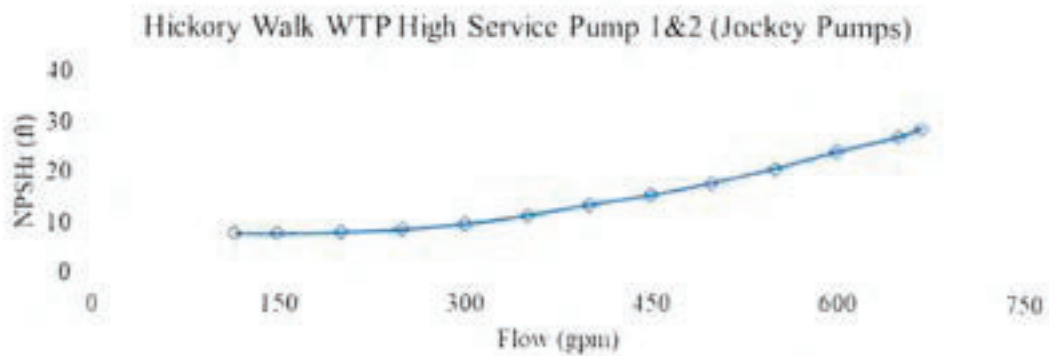
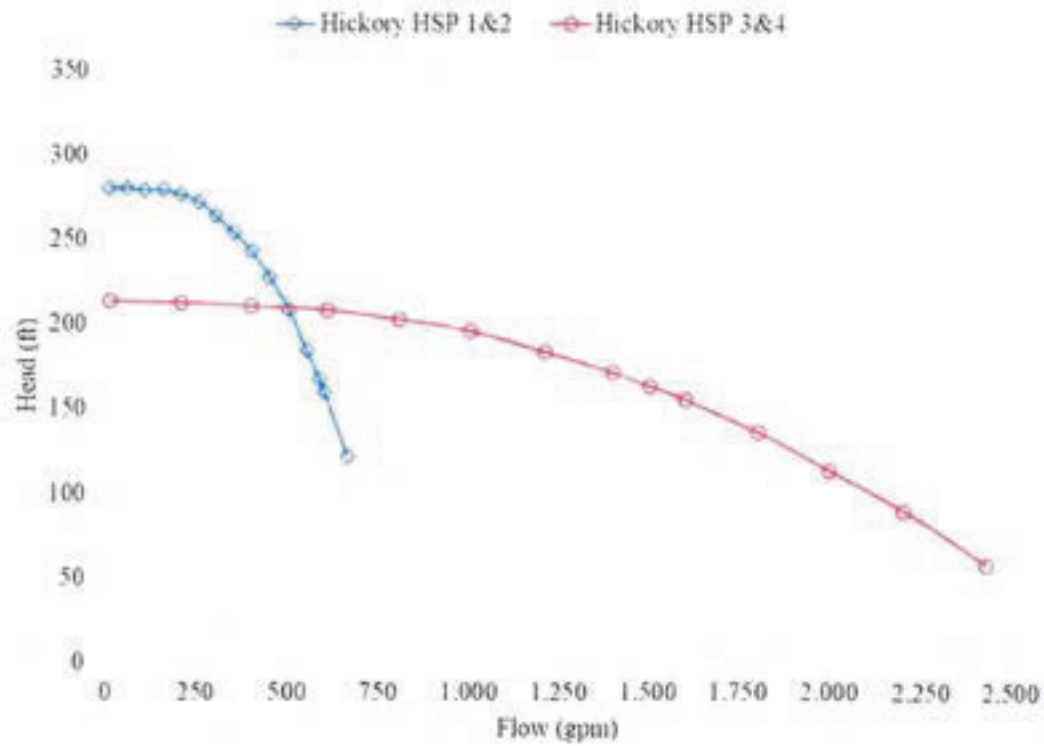


Figure 3. Pump Curves for Hickory Walk WTP HSPS



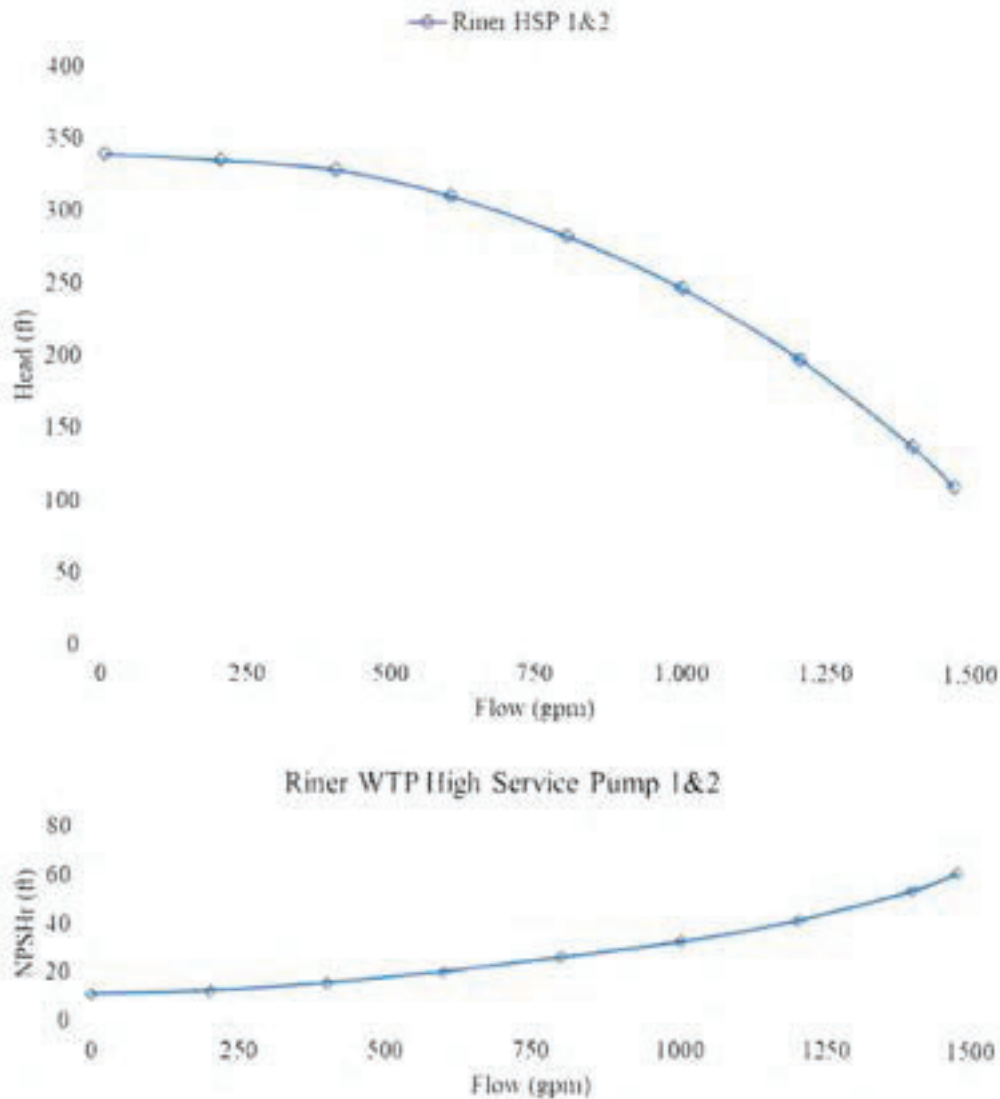


Figure 4. Pump Curves for Riner WTP HSPS

#### 4. Flows and Peaking Factors

The average daily flows from Hickory Walk and Riner WTPs to the potable water distribution system for each month in 2022 are shown in **Table 5** and **Figure 5** (based on 2022 MORs). The total demand allocated in the hydraulic model from geocoded customer meters was 505 gpm. A global multiplier of 1.37 was applied to all base demands to bring the system demands to 691 gpm (to match 2022 AADF from WTPs to the distribution system). The estimated demand for Woodland Ranch Estates (99,903 gpd or 69.4 gpm) was added to the hydraulic model. The peaking factors used in the hydraulic model are shown in **Table 6**.





Table 5. Avg. Daily Flows from Hickory Walk and Riner WTPs to Potable Water Distribution System

Month	ADF (gpd)		
	Hickory Walk	Riner	Total
1	654,710	358,258	1,012,968
2	763,357	343,464	1,106,821
3	724,548	323,323	1,047,871
4	787,567	289,500	1,077,067
5	895,613	282,290	1,177,903
6	783,467	215,367	998,833
7	712,903	248,258	961,161
8	699,258	223,484	922,742
9	616,900	202,433	819,333
10	731,935	276,484	1,008,419
11	672,467	242,233	914,700
12	610,677	289,194	899,871
AADF (gpd) =	721,117	274,524	995,200
AADF (gpm) =	501	191	691

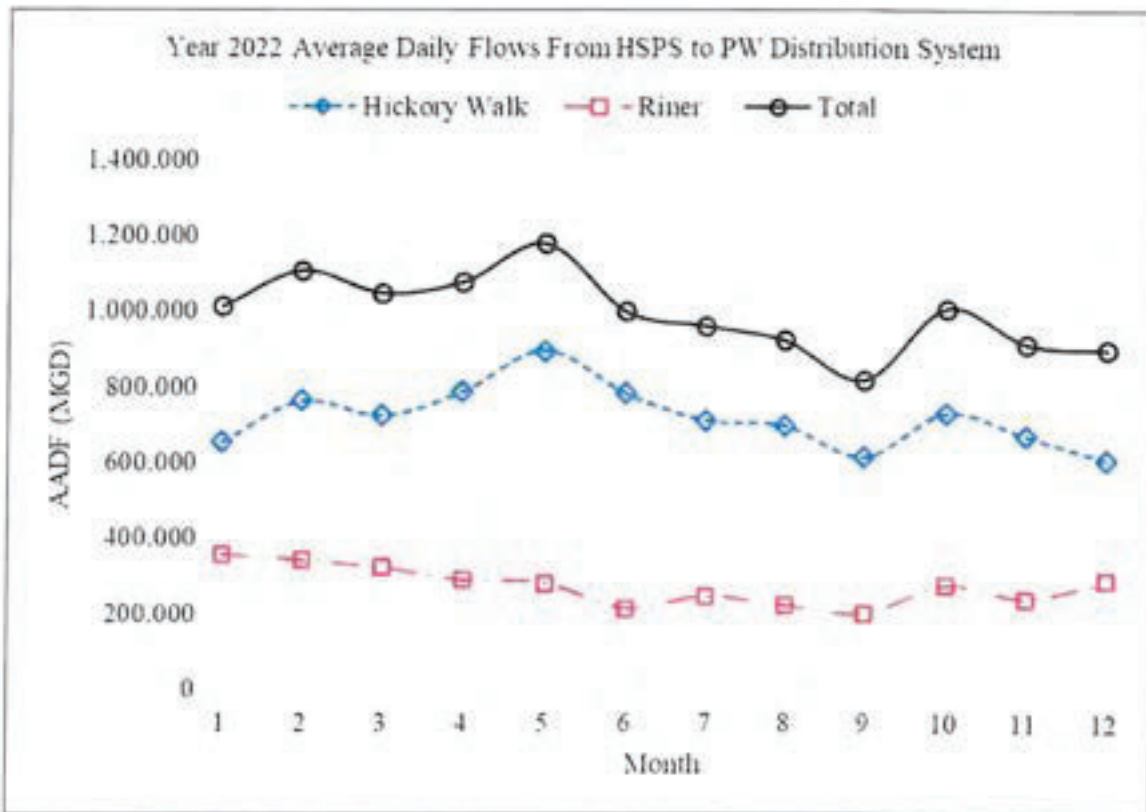


Figure 5. Average Daily Flow to PW Distribution System



Table 6. Peaking Factors used in the Hydraulic Model

Condition	Peaking Factor	Demand (gpm)	Demand (MGD)
Average Daily Demand (ADD)	1.00	760	1.09
Maximum Daily Demand (MDD)	1.55	1,179	1.70
Peak Hourly Demand (PHD)	3.11	2,365	3.41

## 5. Hydraulic Model Scenarios

In accordance with actual operational setpoints, the discharge pressure for Hickory Walk and Riner WTP HSPs were set to 45 psi and 75 psi setpoints, respectively, in the hydraulic model. **Table 7** shows the discharge flows to the potable water distribution system from Hickory Walk and Riner HSPs at ADD, MDD, and PHD conditions. The status of HSPs for ADD, MDD, and PHD scenarios in the hydraulic model are shown in **Table 8**. The hydraulic model pressure results for ADD, MDD, and PHD conditions are shown in **Figure 6**, **Figure 7**, and **Figure 8**, respectively.

Table 7. Discharge Flows from WTPs at ADD, MDD, and PHD Conditions

HSPs	Discharge Flow (MGD)		
	ADD	MDD	PHD
Hickory Walk	1.09	1.49	2.40
Riner	OFF	0.20	0.99
Hickory Walk and Riner	1.09	1.69	3.39

Table 8. Status of HSPs in the Hydraulic Model for ADD, MDD, and PHD Scenarios

Model Scenario	Pumps Operating	
	Hickory Walk	Riner
ADD	HSP1	NONE
MDD	HSP 1&2	HSP1
PHD	HSP3	HSP1



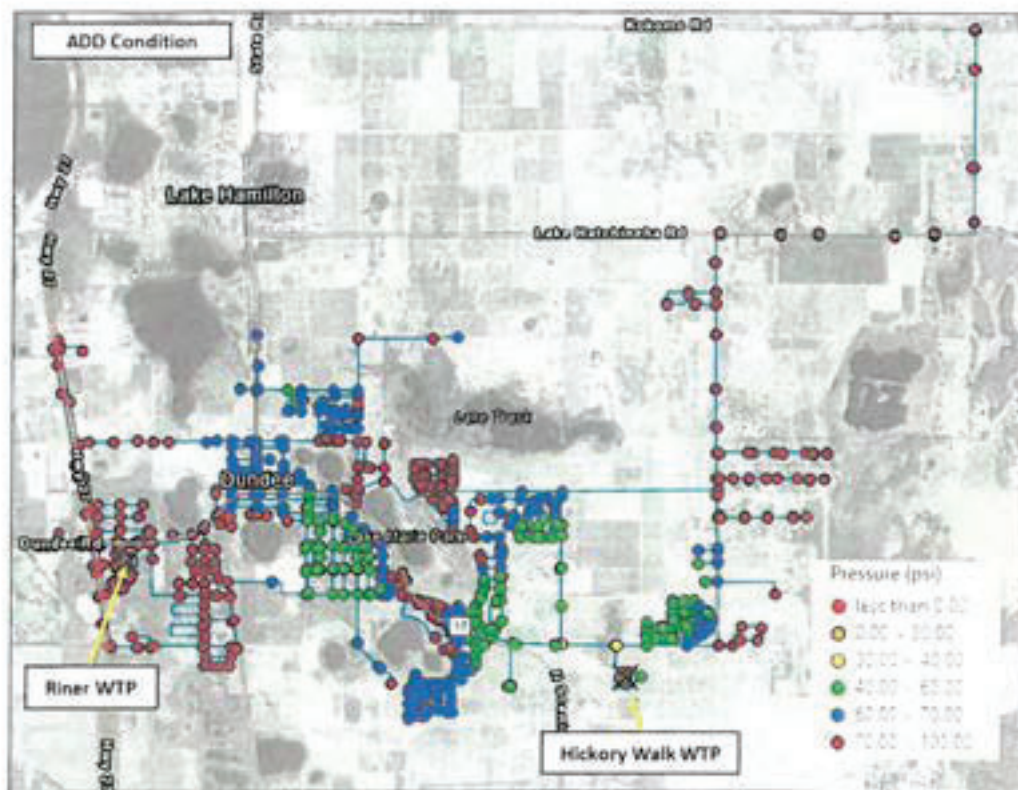


Figure 6. Potable Water System Pressure Results at ADD Condition





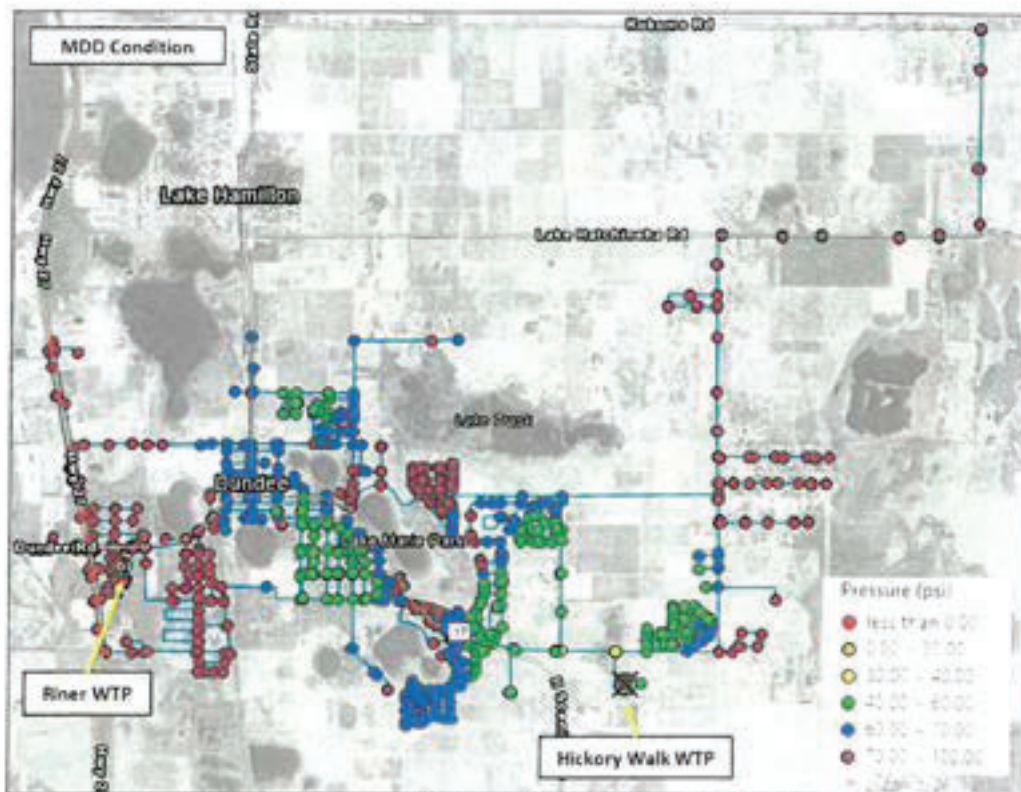


Figure 7. Potable Water System Pressure Results at MDD Condition

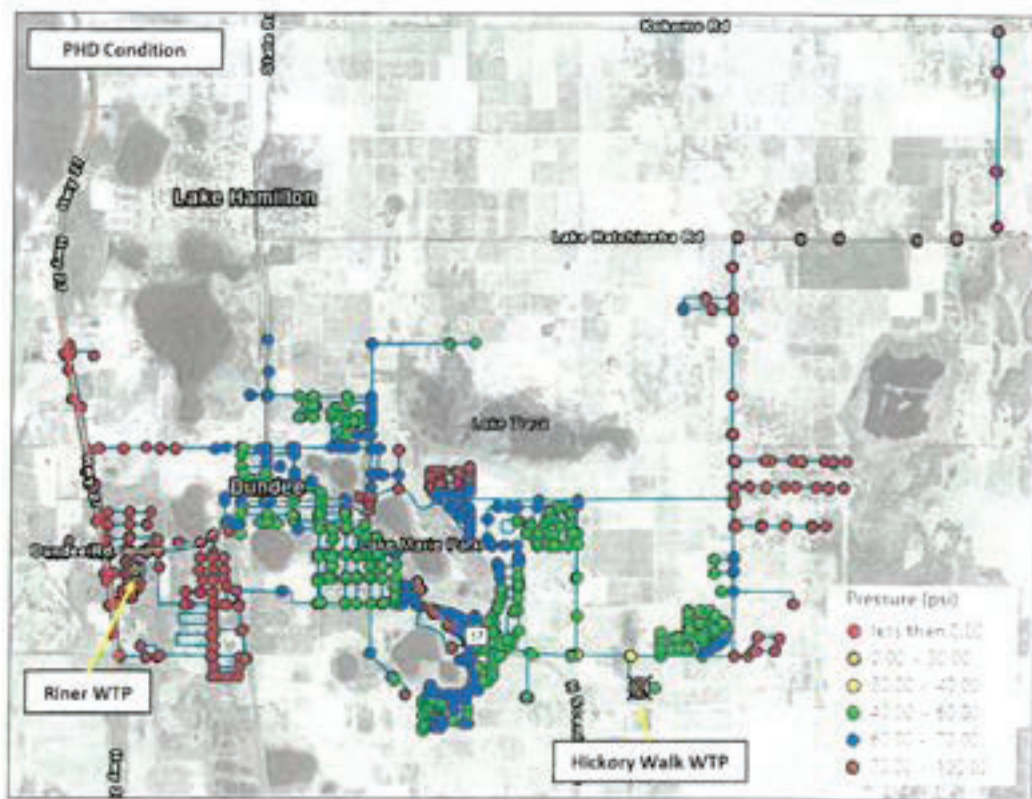


Figure 8. Potable Water System Pressure Results at PHD Condition

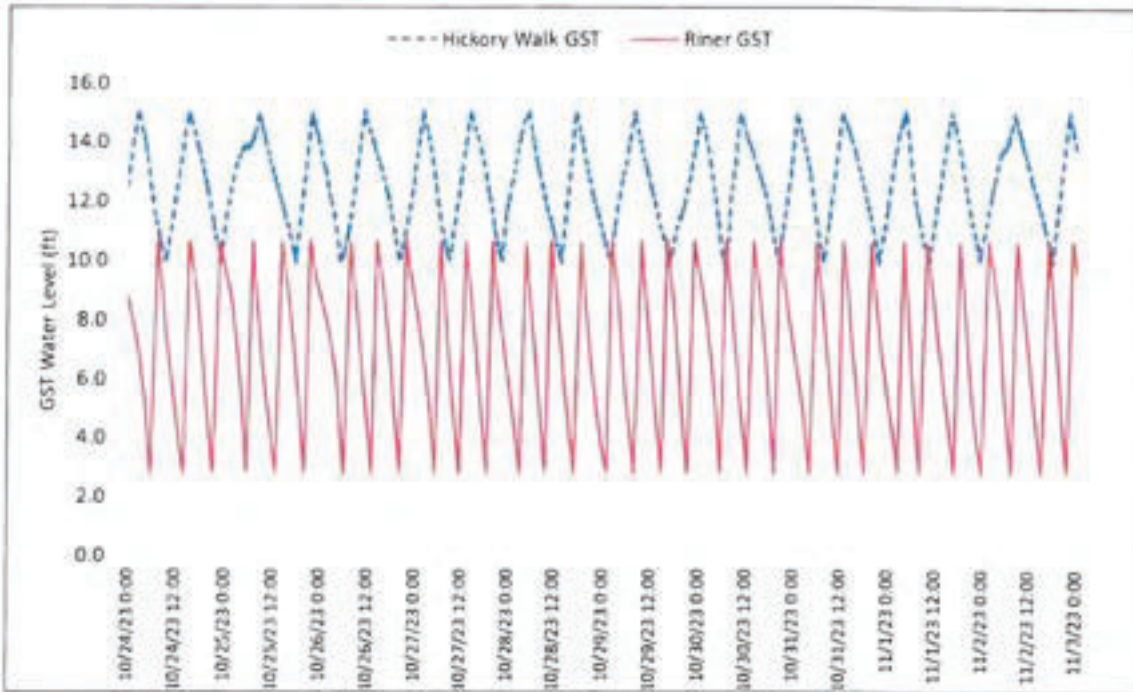


11 of 14



## 6. Capacity of Riner HSPS

The water levels in Hickory Walk and Riner GSTs are shown in **Figure 9** (according to SCADA data for 10/24/23 – 11/3/23 period). The minimum, average, and maximum water levels in Hickory Walk and Riner GSTs are shown in **Table 9**.



**Figure 9. Water Level in GSTs at Hickory Walk and Riner WTPs (10/24/23 – 11/3/23)**

**Table 9. Water Level Data for Hickory Walk and Riner WTP GSTs (10/24/23 – 11/3/23)**

Water Level	Hickory Walk GST	Riner GST
Minimum	9.9	2.8
Average	12.6	6.8
Maximum	15.1	10.7

To determine the capacity of pumps at Riner HSPS, one pump was operated based on a constant flow setpoint in the hydraulic model such that the required net positive suction head required ( $NPSH_r$ ) was satisfied (by comparing to available net positive suction head,  $NPSH_a$ ) when the water level in the GST was at the minimum level (assumed to occur at PHD condition). In this manner, the maximum flow capacity of a single pump was determined to be approximately 760 gpm (with a discharge pressure of 77.4 psi, pump speed of 83%,  $NPSH_r = 20.5$  ft,  $NPSH_a = 21.0$  ft (see **Figure 10**), which falls within the pump preferred operating region and power requirements (see **Appendix Figure A-1**). The total and firm capacities of Riner HSPS are shown in **Table 10**.





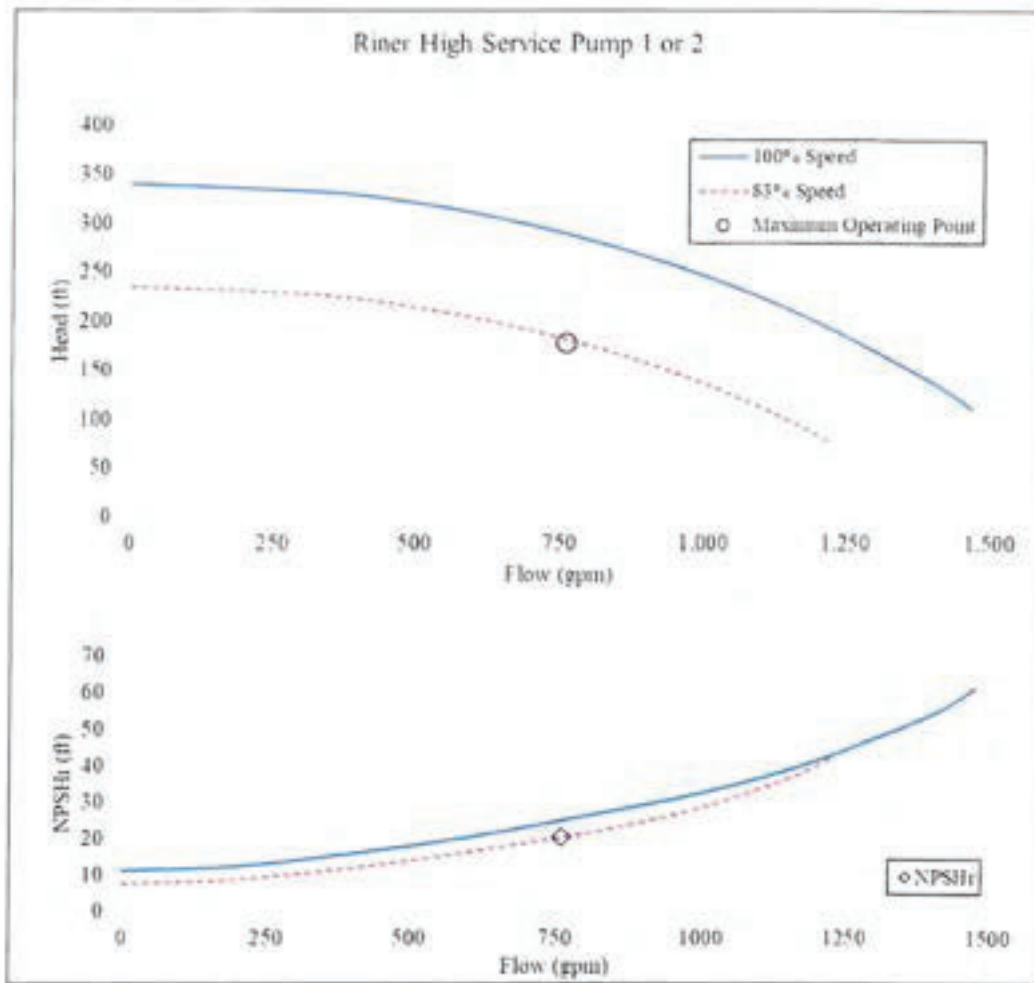


Figure 10. Maximum Capacity Operating Point for Riner HSP 1 or 2

Table 10. Riner HSPS Firm and Total Capacities

Parameter	gpm	MGD
Firm Capacity	760	1.1
Total Capacity	1520	2.2





## 7. Summary and Conclusions

For this project, a hydraulic model was developed for the Town of Dundee's potable water distribution system (in Autodesk InfoWater Pro software). The pipe network in the model was built based on available information extracted from *DiamondMaps™* (the online platform that the Town uses to document and track the system infrastructure) and the operators' knowledge of the system. The customer meter locations were geocoded and introduced as a GIS layer, and the associated demands were allocated in the hydraulic model. The estimated demands associated with future Woodland Ranch Estates were added to the model at the development location. Based on the hydraulic simulation results, the potable water system appears to have adequate capacity to maintain a pressure of 40 psi or higher during ADD, MDD, and PHD conditions in the distribution system after the addition of Woodland Ranch Estates. The firm capacity of Riner HSPS was determined to be approximately 1.1 MGD at PHD condition. Based on the current spatial distribution of demands, most of the system demand is supplied by Hickory Walk HSPS. The hydraulic model simulations also suggest that the future Woodland Ranch Estates developments will be supplied by Hickory Walk HSPS, rather than Riner. Overall, regardless of the specific distribution of water from each WTP, the Town's public water system appears to have the capacity to support the proposed Woodland Ranch Estates developments.



# Appendix A – High Service Pump Curves

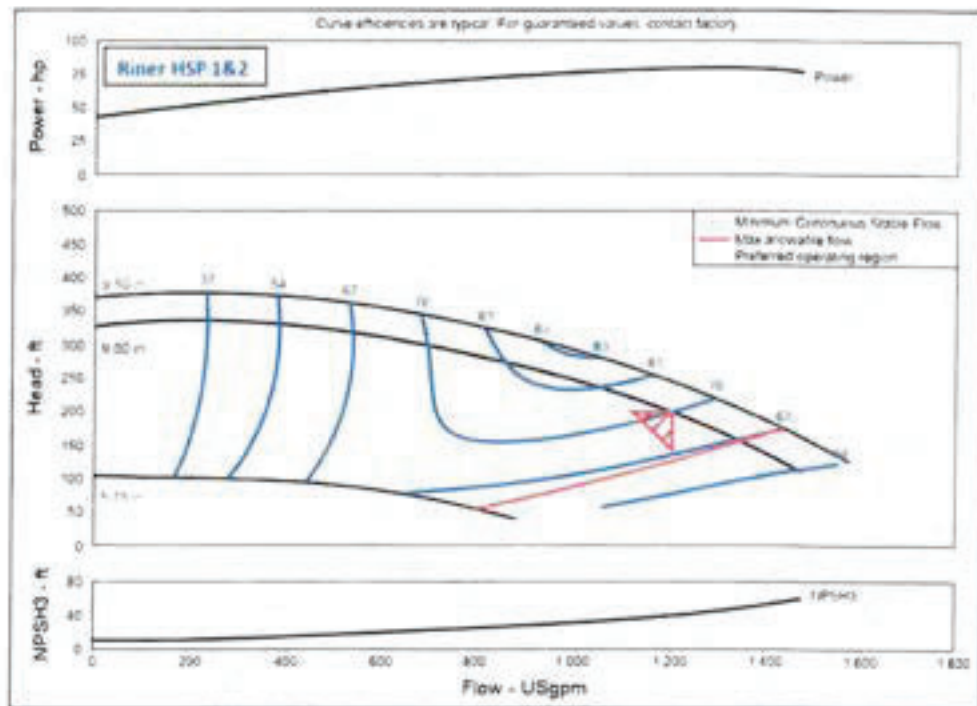


Figure A-1. Riner Pump Curves for High Service Pumps 1 and 2.

A-1



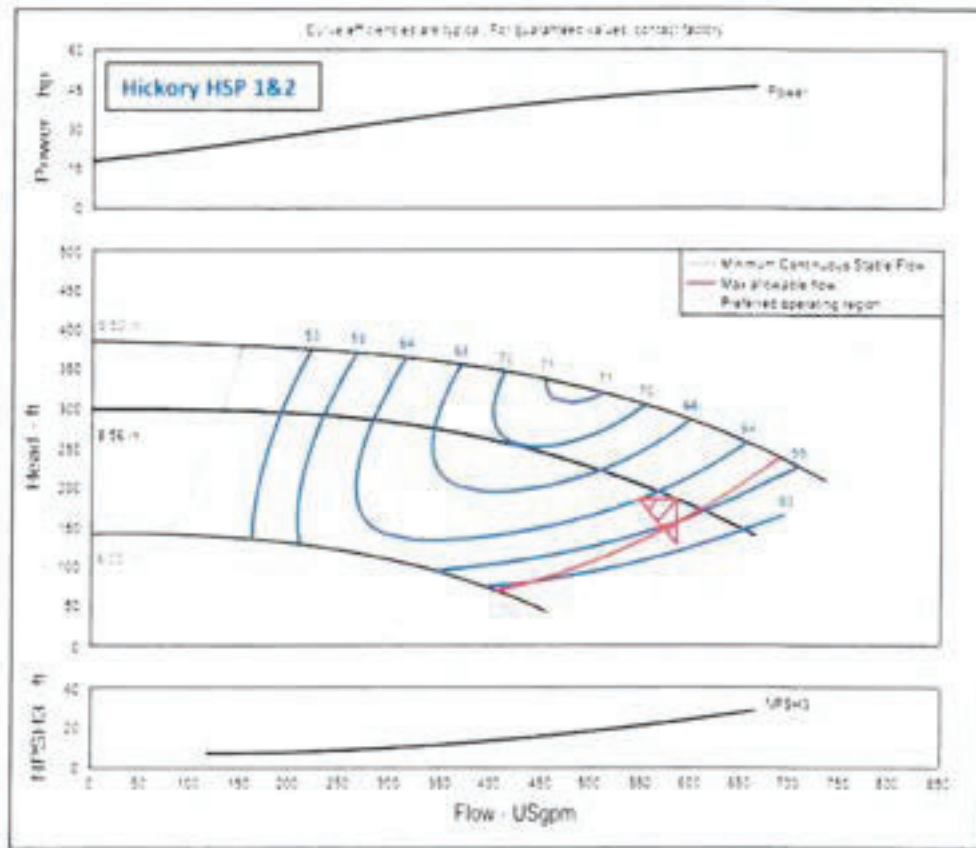


Figure A-2. Hickory Walk Pump Curves for High Service Pumps 1 and 2

A-2



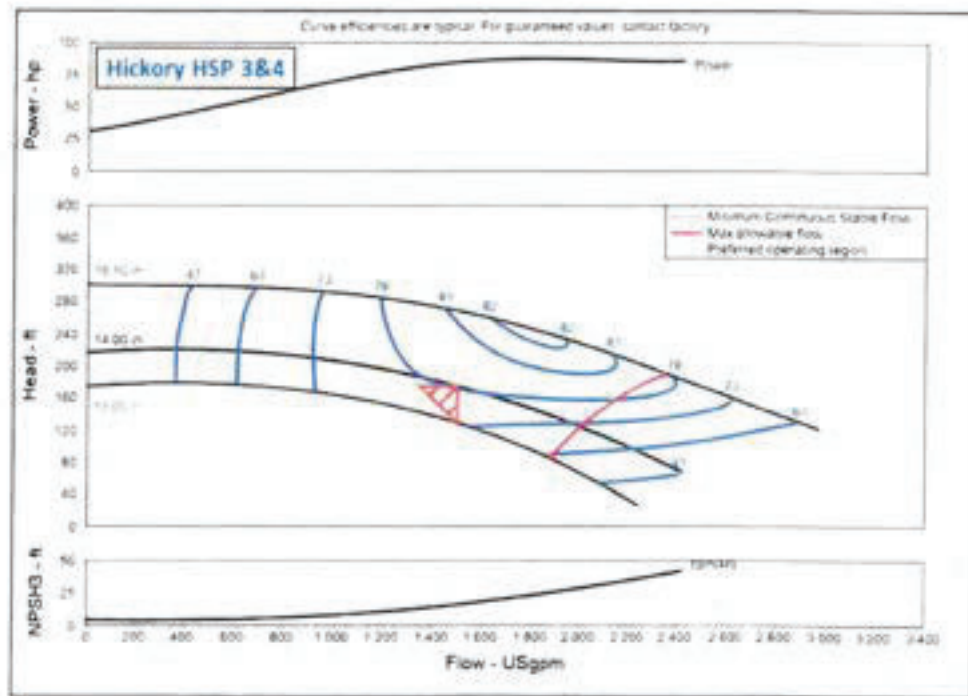


Figure A-3. Hickory Walk Pump Curves for High Service Pumps 3 and 4

A-3



### Appendix B – Hickory Walk HSPS Capacity

Per Town's request, the capacity of Hickory Walk HSPS was also determined according to the following methodology:

- 1) Pump curves for jockey and booster pumps were adjusted according to operating point data (flow, pressure, and speed) from SCADA data (**Figure B-1**).

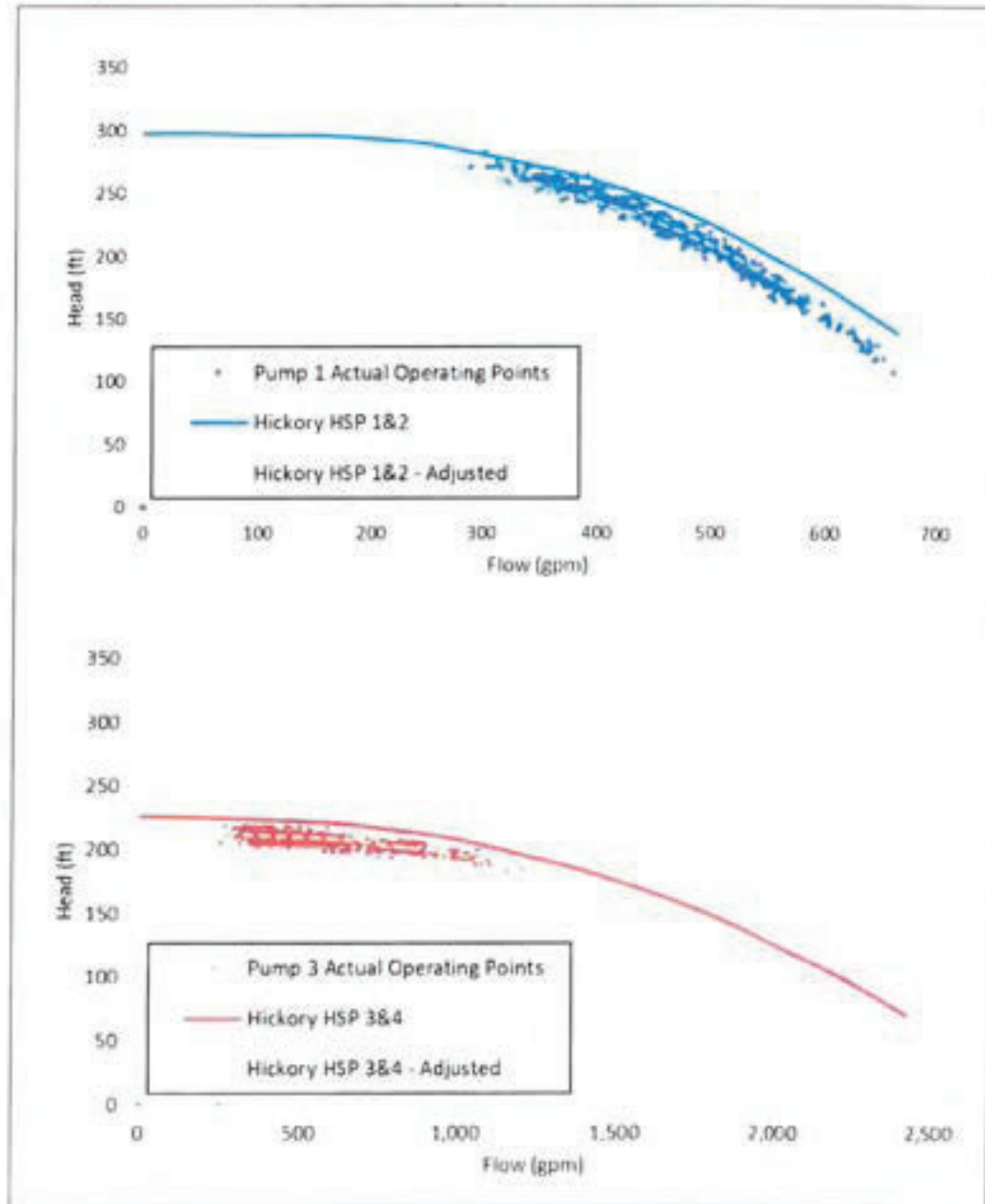


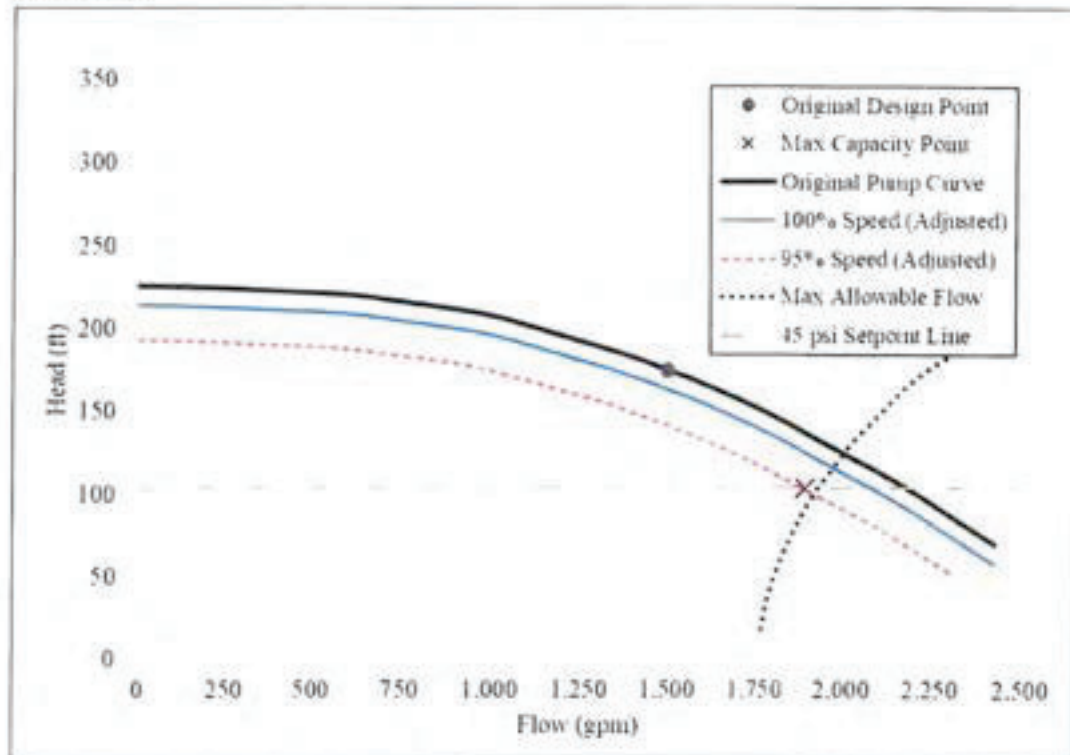
Figure B- 1. Hickory Walk HSPS Adjusted Pump Curves

B-1





- 2) Based on SCADA screenshots from the plant, the operational speed range for Hickory Walk HSP is 30%-95%. The pump curve for one of the main pumps (pump 3 or 4) was calculated at 95% speed (based on pump affinity laws) and compared to the maximum allowable flow curve of the pump at 45 psi pressure setpoint (which is the typical setpoint for Hickory Walk HSPS). Accordingly, the maximum capacity point per main pump is calculated to be 1,895 gpm (2.7 MGD) or 3,790 gpm (5.5 MGD) for both main pumps operating. It was assumed that the jockey pumps are both off when the main pumps are operational.



**Figure B- 2. Maximum Capacity Point for Hickory Walk HSPS Main Pump**

- 3) The NPSH<sub>r</sub> for pump 3 or 4 is approximately 25.4 ft (per NPSH<sub>r</sub> curve at 1,895 gpm). Considering the minimum level in the GST, losses from the GST to the HSPS, and losses on the pump suction manifold, the NPSH<sub>a</sub> was calculated to be 37.4 ft. As a result, the NPSH required is met at 1,895 gpm flow. Furthermore, the existing 100 hp motor is adequate to supply the power requirement at this flow according to **Figure A-3** power curve.



B-2



## Appendix C – Site Pictures



Figure C-1. Hickory Walk WTP High Service Pump Station



Figure C-2. Hickory Walk WTP Ground Storage Tank



C-1





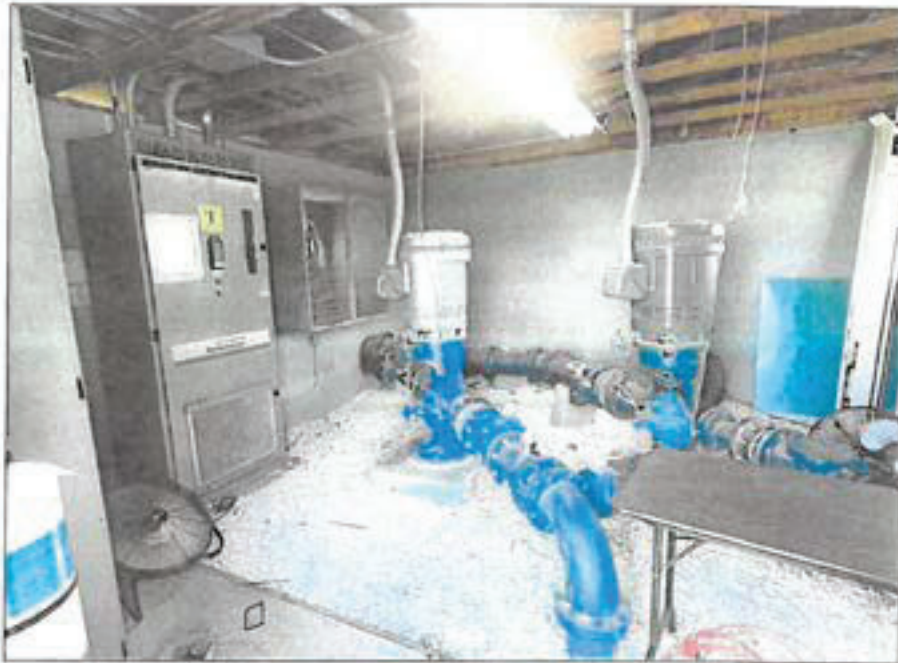


Figure C-3. Riner WTP High Service Pump Station



Figure C-4. Riner WTP Ground Storage Tank and HSPS Building



C-2





Figure C-5. A Beautiful Day in Town of Dundee! (GST Top View)



C-3





TOWN OF DUNDEE  
TOWN COMMISSION

MAY 14, 2024

Town of Dundee DE



# COMPREHENSIVE PLAN TEXT AMENDMENT

TOWN OF DUNDEE  
(ORD. 23-10)

Dundee Town Commission

# 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

## **Background of water supply planning:**

In 2005, Florida Legislature made significant changes to Chapters 163 and 373, F.S., strengthening the link between land use and water supply planning.

Water supply requirements have been adopted that affect local comprehensive planning including:

- Ensuring intergovernmental coordination with regional water supply authorities (SWFWMD).
- Ensuring the local government's FLU plans and development approvals are based on availability of adequate water supplies.
- Support local governments in identifying and selecting "alternative" water supply projects consistent with Regional Water Supply Plans.

Local WSP shall be adopted. Updates thereto following adoption of SWFWMD Regional WSP (last update in November 2020).

## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Overview of the 10-yr water supply plan:

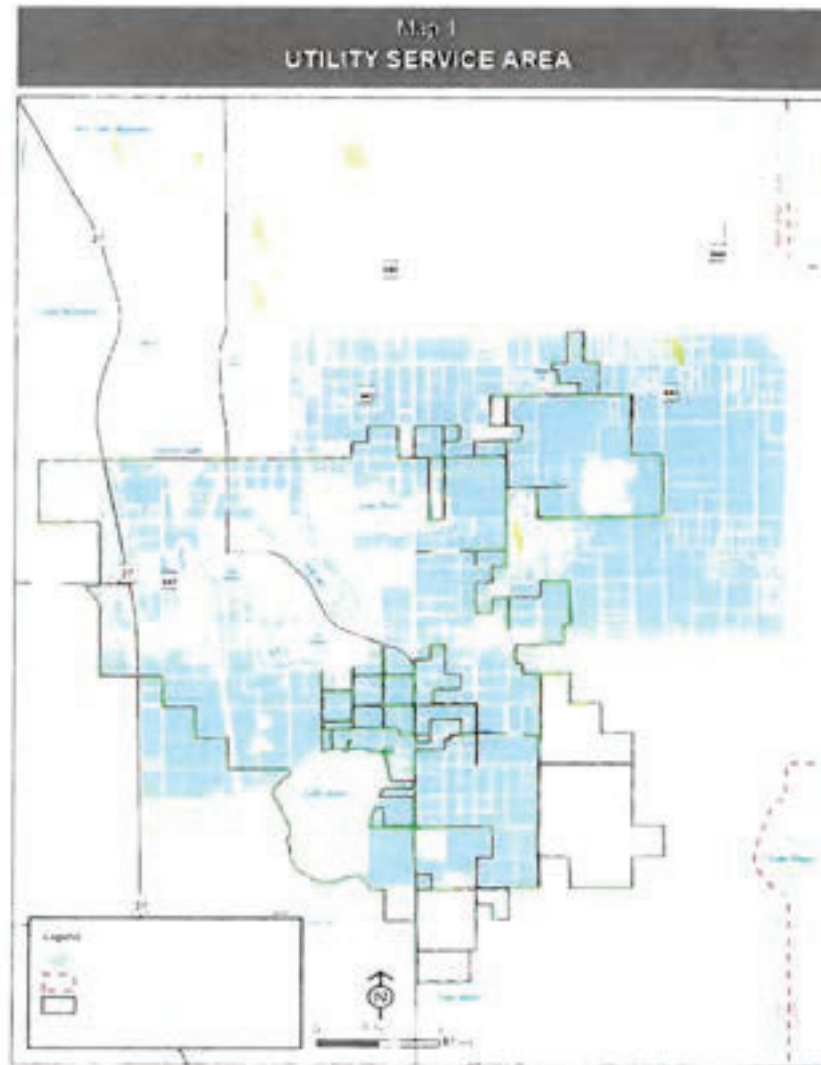
- ✓ The WSP is used as a data/analysis tool to update the Town's Comprehensive Plan.
- ✓ The 10-Year Water Supply Plan (WSP) identifies:
  - ✓ Current water supply and demand based on the Town's reported use.
  - ✓ Current and continuing conservation practices for water resource management.
  - ✓ Future water demand based on population projections.



## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Current Water Supply and Demand:

- ✱ Town's adopted Level of Service (LOS) for Potable Water = 115 gpcd
- Permitted withdrawal = 917,500 gpd  
(20-year Water Use Permit – Effective through September 2032)
- Current number of metered connections = 2,280
  - Residential = 2,039
  - Nonresidential = 241
- Average demand = 112 gpcd (within the Town's adopted LOS)



# 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

## Town of Dundee 5-Year per Capita Water Demand (2018 – 2022)

Year	Adjusted Per Capita Demand (gpcd)
2018	108
2019	108
2020	122
2021	108
2022	114
5-Year average per capita demand	112

Source: Town of Dundee Public Supply Annual Reports

# 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

## Town of Dundee Population Projections (2020 – 2040)

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

Source: Functional population projection (SWFWMD)

\*Functional Population = Permanent, Seasonal, Tourist, and Commuter persons

## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Projected Water Demand 5-Year Average Consumption Rate (2020-2040)

	2020	2025	2030	2035	2040
Functional Population	5,583	6,421	7,183	8,046	8,932
Average Per Capita Demand (GPCD)*	112	112	112	112	112
Projected Average Demand (GPD)	625,296	719,152	804,496	901,152	1,000,384
WUP Permitted Capacity (GPD)**	917,500	917,500	917,500	917,500	917,500
Surplus (Deficit) Demand (GPD)	292,204	198,348	113,004	16,348	82,884
Demand % of Permitted Capacity	68.15	78.38	87.68	98.21	109.0



## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Review of Conservation Practices:

- Conduct audits of the system to determine areas needing repair or replacement (purpose – reduce water loss).
- Require low volume plumbing fixtures on new construction.
- Require Florida-Friendly landscaping for new development.
- Participation in Florida Water Star program.
- Supports Education through outreach.



## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Conclusions:

- The Town is projected to have a water surplus in the 10-year planning period.
- The Town is anticipated to meet projected growth through the 2030 (10-year) and reflects there may be a deficit through the 2040 (20-year) planning periods.
- The Town will continue to upgrade facilities and continue conservation efforts to ensure a quality water supply system is maintained.

## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Amendments to the Town's Comprehensive Plan:

- Infrastructure Element
- Conservation Element
- Intergovernmental Coordination Element
- Capital Improvements Element

#### Amendments include:

- References to the SWFWMD's current Regional Water Supply Plan (adopted November 2020).

Acknowledgement of the 10-year Water Supply Plan as a technical document.

# 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

## PLANNING AND ZONING BOARD

At their December 21, 2023 hearing, the Planning & Zoning Board voted to forward the proposed text amendments to the Town's Comprehensive Plan to the Town Commission with a recommendation of approval.

## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### TOWN COMMISSION FIRST READING

At their January 9, 2024 hearing, the Town Commission voted to approve the proposed text amendments to the Town's Comprehensive Plan and forward to the State for review.

# 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

## STATE REVIEW

Florida Commerce issued a no comment letter on April 25, 2024.  
No comments were received from other State Agencies



## 10-YR WATER SUPPLY PLAN-RELATED COMPREHENSIVE PLAN AMENDMENTS

### Motion Options:

1. I move **approval of Ordinance 23-10** of the **proposed text amendments to the Town's Comprehensive Plan** and transmittal to the Department of Commerce.
2. I move **approval of Ordinance 23-10 with changes** of the **proposed text amendments to the Town's Comprehensive Plan** and transmittal to the Department of Commerce.
3. I move **continuation** to a date and time certain.







## TOWN COMMISSION MEETING

January 9, 2024 at 6:30 PM

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



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

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**TO:** Town Commission

**PREPARED BY:** Marisa M. Barmby, AICP  
Planning Manager, Central Florida Regional Planning Council

**AGENDA DATE:** January 9, 2024

**REQUESTED ACTION:** **ORDINANCE 23-10:** Consider Town-Initiated Text Amendment to the Town of Dundee Comprehensive Plan Related to the Updated Water Supply Plan

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**BACKGROUND:**

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

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

**SUMMARY:**

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

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

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**PLANNING COMMISSION RECOMMENDATION:**

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

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**MOTION OPTIONS:**

1. I move **approval of Ordinance 23-10** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.
2. I move **approval of Ordinance 23-10 with changes** for a Town-initiated request to amend the Comprehensive Plan consistent with the Water Supply Plan.
3. I move **continuation to a date and time certain**.

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**Attachments:**

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





## ORDINANCE 23-10

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission, this 14th day of May, 2024.

**TOWN OF DUNDEE, FLORIDA**



Mayor- Sam Pennant

ATTEST



Town Clerk - Trevor Douthat

Approved as to form



Town Attorney - Frederick J. Murphy, Jr.

## ORDINANCE 2023-12 EXHIBIT "A"

### COMPREHENSIVE PLAN AMENDMENTS

#### TOWN OF DUNDEE COMPREHENSIVE PLAN GOALS, OBJECTIVES, AND POLICIES

#### TO PROVIDE POLICIES SPECIFIC TO WATER SUPPLY PLANNING

- The following amendments to the Dundee Comprehensive Plan are proposed consistent with the update to the Town of Dundee Ten-Year Water Supply Facilities Work Plan.
- Text shown in gray shading as underlined is text to be added and text shown as ~~strikeout~~ is text to be removed. Amended text is based on the update to the Town's Ten-Year Water Supply Facilities Work Plan.

#### I. INFRASTRUCTURE ELEMENT AMENDMENTS:

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

##### GOAL 2: POTABLE WATER

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

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

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

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



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

## II. WATER SUPPLY SUB-ELEMENT AMENDMENTS:

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

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

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

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

## III. CONSERVATION ELEMENT AMENDMENTS:

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

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

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

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

#### IV. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDMENTS:

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

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

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

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

#### V. CAPITAL IMPROVEMENTS ELEMENT AMENDMENTS:

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

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

**OBJECTIVE 2:** CONCURRENCY AND CAPITAL IMPROVEMENTS

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

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



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**ORDINANCE 23-10  
EXHIBIT "B"**

**TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN**



# Town of Dundee Ten-Year Water Supply Facilities Work Plan

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

September 2023

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## SECTION 1: INTRODUCTION

### *1.1 Purpose of 2023 Dundee Water Supply Plan*

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



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

### *1.2 Statutory Requirements (Revised by SWFWMD on 2021)*

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

1. Coordinate appropriate aspects of the Comprehensive Plan with the applicable RWSP [Section 163.3177(4)(a), F.S.].
2. Ensure the Future Land Use Plan is based on availability of adequate water supplies and public facilities and services [Section 163.3177(6)(a), F.S.]. Data and analyses demonstrating that adequate water supplies and associated public facilities will be available to meet projected

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

3. In consultation with the water supplier, ensure adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent [Section 163.3180(2), F.S.].
4. For local governments subject to an RWSP, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element (the "Infrastructure element") through a Comprehensive Plan amendment to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the applicable RWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.].
  - b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the applicable RWSP [Section 163.3177(6)(c)3., F.S.]; and
  - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Sections 163.3177(6)(c)3. and (5), F.S.].

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

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



7. Local governments are required to comprehensively evaluate and update the Comprehensive Plan to reflect changes in local conditions every seven years. The evaluation could address the local government's need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [Section 163.3191(3), F.S.]
8. Local governments may be exempt from updating their Work Plan if they meet certain criteria. A local government that does not own, operate, or maintain its own water supply facilities and is served by a public water supply entity with a permitted allocation of 300 million gallons per day or greater is not required to amend its Comprehensive Plan when an RWSP is updated if the local government uses less than 1 percent of the public water supply entity's total permitted allocation. However, the local government must cooperate with the public water supply entity that provides service within its jurisdiction and must keep the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element up to date, pursuant to Section 163.3191, F.S. A local government should contact the Florida Department of Economic Opportunity (DEO) to verify its qualifications for the exemption [Section 163.3177(6)(c)4., F.S.].
9. Local governments with a Sector Plan adopted in accordance with Section 163.3245, F.S., should incorporate information from the adopted Sector Plan, Master Plan, and Detailed Specific Area Plan into the Work Plan. The focus should be on water needs, water supply and resource development, conservation measures, and intergovernmental coordination activities with the SWFWMD and water supply development projects needed to address projected development in the Sector Plan area [Section 163.3245, F.S.].

### ***1.3 Background Information Overview***

#### ***Geography***

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



borders the utility service areas of the City of Haines City to the north, the City of Winter Haven to the west, Polk County Utility to the east, and the City of Lake Wales to the south.

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

### ***Utility Service Area and District Governance***

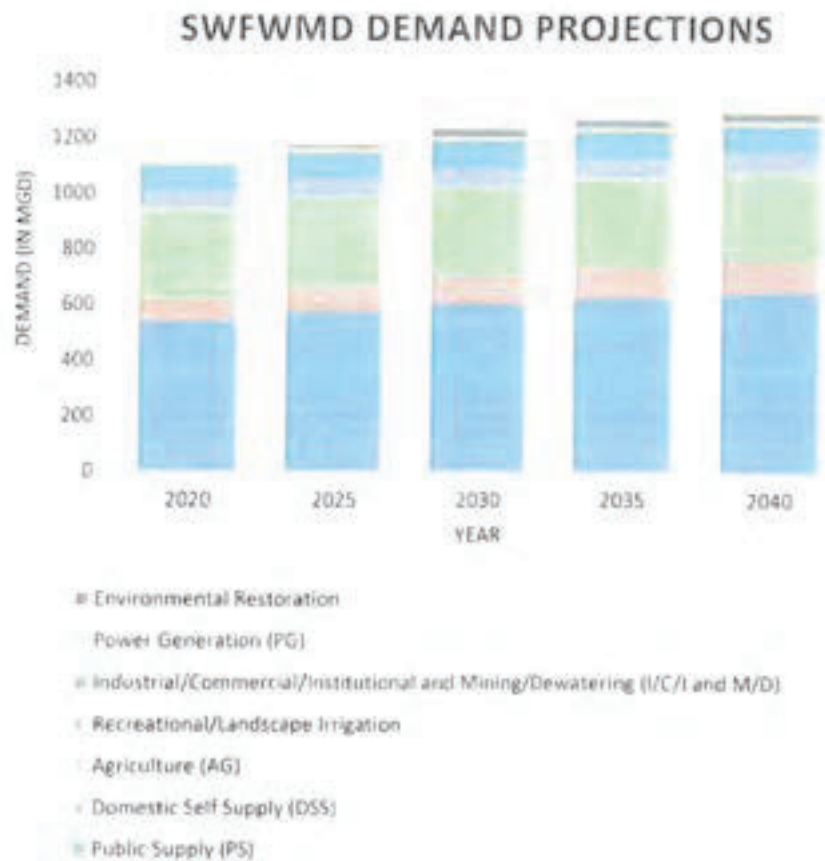
Inclusive of and extending beyond the corporate limits is the Town's utility service area boundary. This boundary represents areas currently served by the Town's utility system and areas that may be served in the future. This service area boundary encompasses approximately 17.01 Square miles. The Town's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

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

### ***Regional Demand Projections***

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

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



**Figure 1: SWFWMD Districtwide Demand Projections 2020-2040**

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



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

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

#### ***1.5 Central Florida Water Initiative (CFWI)***

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

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

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

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

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

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

### ***1.6 Polk County Regional Water Cooperative (PRWC)***

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

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



## 1.7 Description of the Town's Water Supply System

### Water Sources

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

### Potable Water System

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

**Table 1: Public Water System and Water Use Permits**

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

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

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

### System Facilities

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



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

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

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

**Table 2: Inventory of Wells**

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

\*Well #1 Not in operation

**Table 2: Inventory of Water Treatment /Storage Facilities**

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

\*Lake Ruth WTP is no longer in service

### ***Water Treatment Practices***

The Town treats raw ground water for Hydrogen Sulfide and organics by way of aerators and Cl<sub>2</sub> 12% bleach. The Town monitors its water treatment plants through a Supervisory Control & Automated Data Acquisition (SCADA) system and an OMNI process 24 hours a day, 7 days of the week.

### ***Wastewater and Reuse***

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

### ***Water Use***

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

## **SECTION 2: DATA AND ANALYSIS**

### ***2.1 Water Service Area***

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

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

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

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

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

## 2.2 Population Information and Water Demand Projection

### Historic Water Use by Sector

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

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

### Growth Patterns and Potable Water

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

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



### Annual Average of Gallons Per Day in 2011

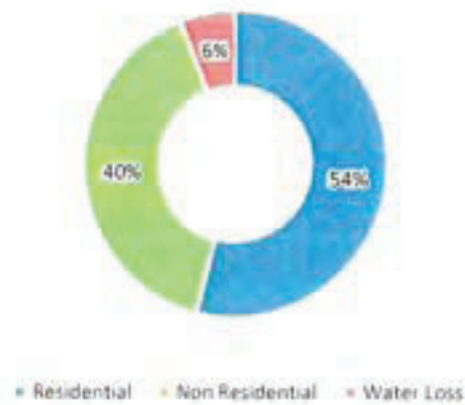


Figure 2: Historic Potable Water Use in 2011

### Annual Average of Gallons Per Day in 2015

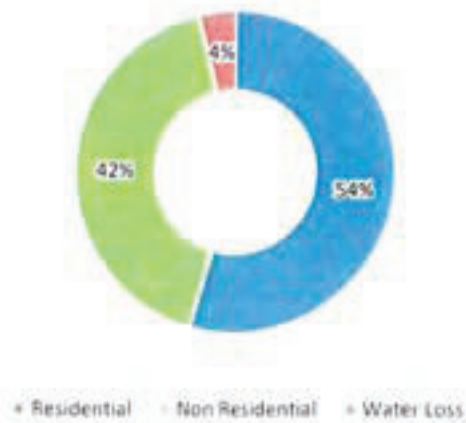


Figure 3: Historic Potable Water Use in 2015

### ***5-year per Capita Demand***

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

**Table 4: 5-Year Per Capita Water Demand**

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

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

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

### ***Population Projection***

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

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

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

\* Data source: SWFWMD 2020 RWSP

### 2.3 Projected Annual Growth Rates

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

**Table 6: Projected Functional Population Annual Growth Rates**

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



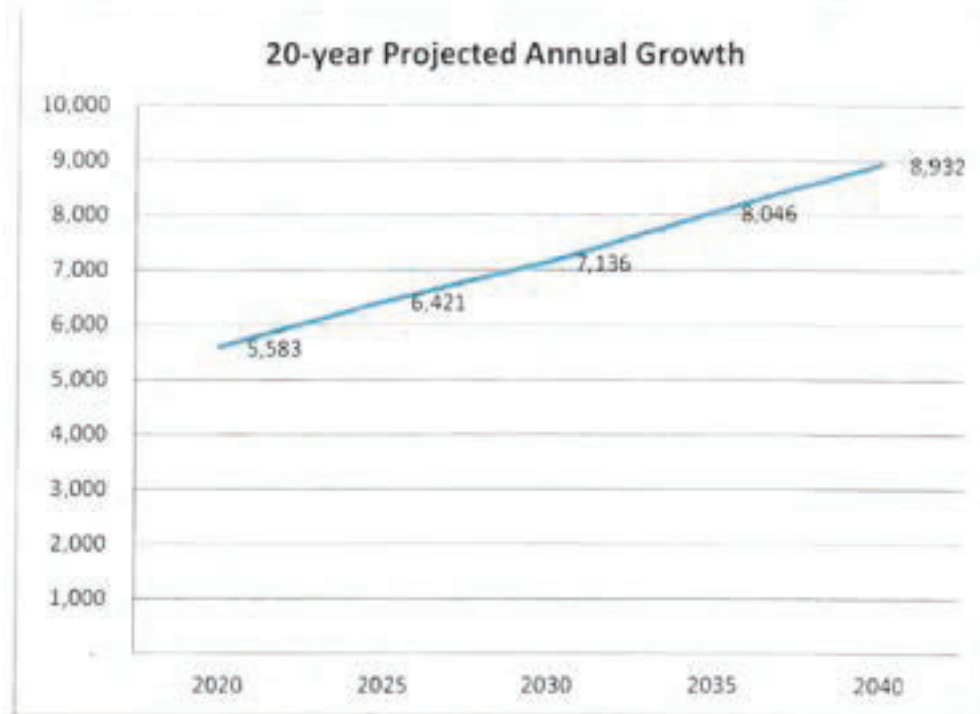


Figure 4: Projected Annual Growth

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

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

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

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

## SECTION 3: GOALS, OBJECTIVES, AND POLICIES

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

### ***3.1 Water Conservation and Water Reuse***

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

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

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

### ***3.2. Intergovernmental Coordination***



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

As part of the PRWC, Dundee is part of an inter-municipal effort to seek state funding for projects to take care of public supply needs in the next twenty years. The estimated cost of the projects is \$620 million and would produce at least 42 million gallons per day. One of Town's efforts includes an alternate water supply interconnect provided by the City of Winter Haven to be complete in Fiscal FY24-25 and an interconnect with PRWC completed by 2027 and in service by 2028. With these two water sources in place, the Town anticipates an elimination of any deficits through the 10-year and 20-year planning horizons. Dundee is part of a group of municipalities that is currently working to reduce water consumption through a variety of conservation programs, which include toilet rebates and financial assistance with installation costs, rebates for landscaping of new development projects to reduce water use and information on improved irrigation projects. Finally, as part of the SWFWMD permitting requirements, the Town is required to complete a Public Supply Annual Report which documents and provides updates on water demands and facilities information for water use permit compliance and maintenance purposes.

### ***3.3. Capital Improvements***

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

The Town has identified several improvements in its Capital Improvement Plan for FY 2022/2023 to FY 2026/2027. A total amount of \$24,072,626 is identified for both water and wastewater facility improvements. Potable water, distribution and collection system improvements include water treatment upgrades, ground storage tank repairs, water main upgrades, line, valve, and meter replacements. Project funding in the first two years (through FY 2023/2024) totals \$5,902,414. Wastewater improvements include a storage building, updates to the wastewater master plan, headworks expansion, septic tank elimination projects, and improvements to the plant worth \$5,463,000, with \$1,263,000 programmed through FY 2023/2024.

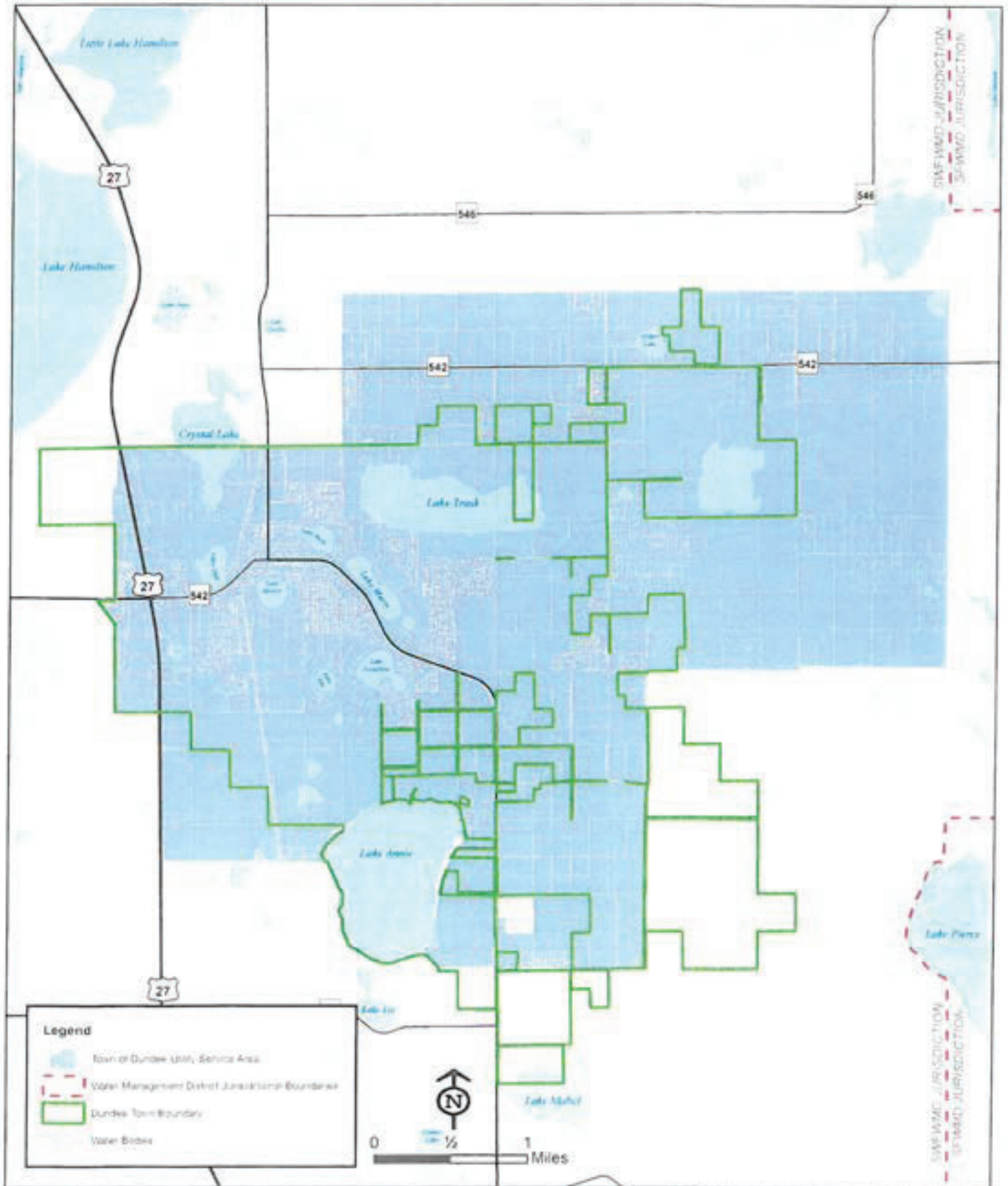
## SECTION 4: CONCLUSION

### 4.1 Conclusion

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

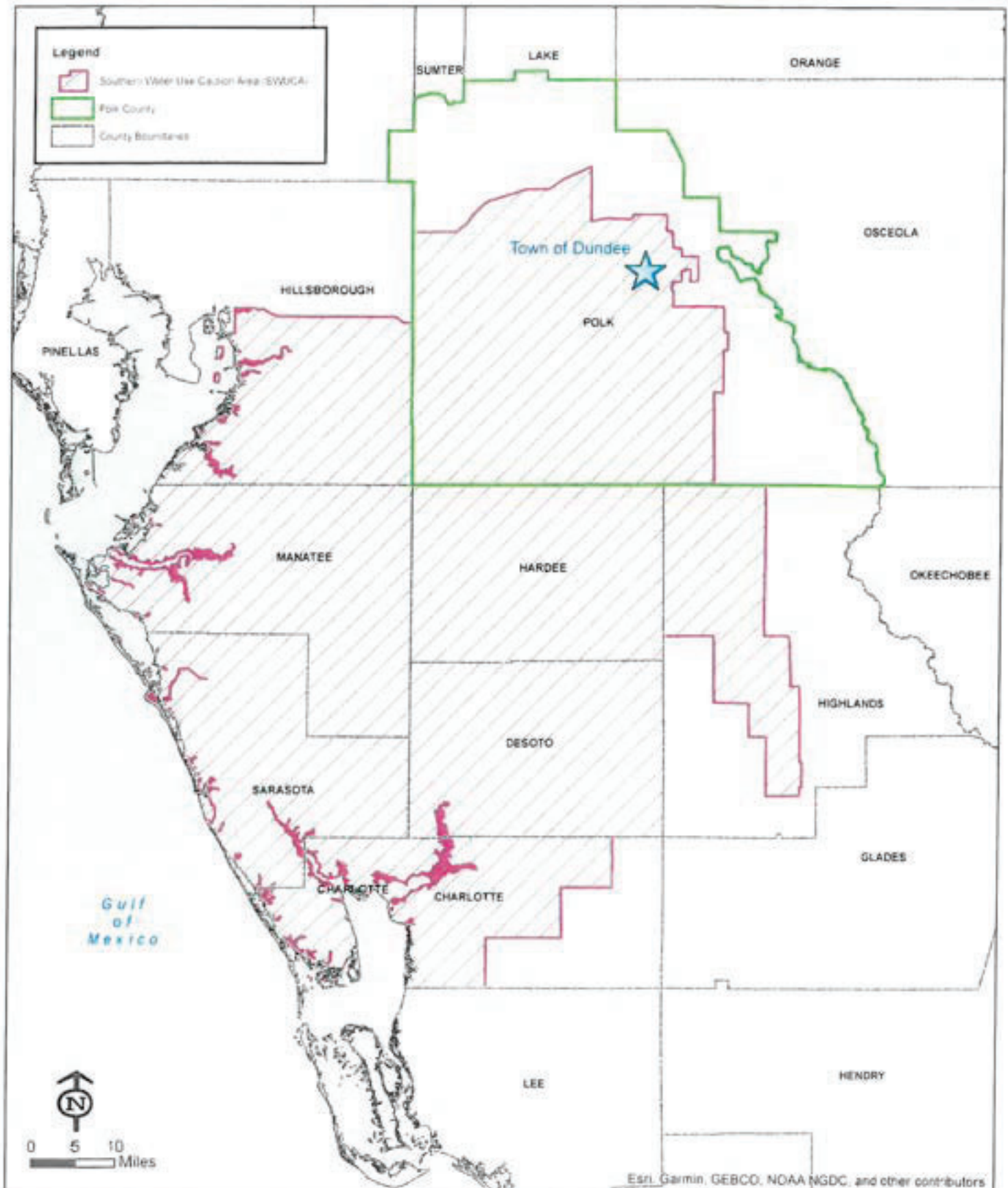
Both the current LOS and the Town's 5-year average demand are below the SWUCA limitation of 150 gpcd. Currently, the Town's utility is permitted to distribute 917,500 GPD. The current average demand for potable water service is approximately 625,296 GPD, leaving an available capacity of 292,204 GPD.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

# Map 1 UTILITY SERVICE AREA

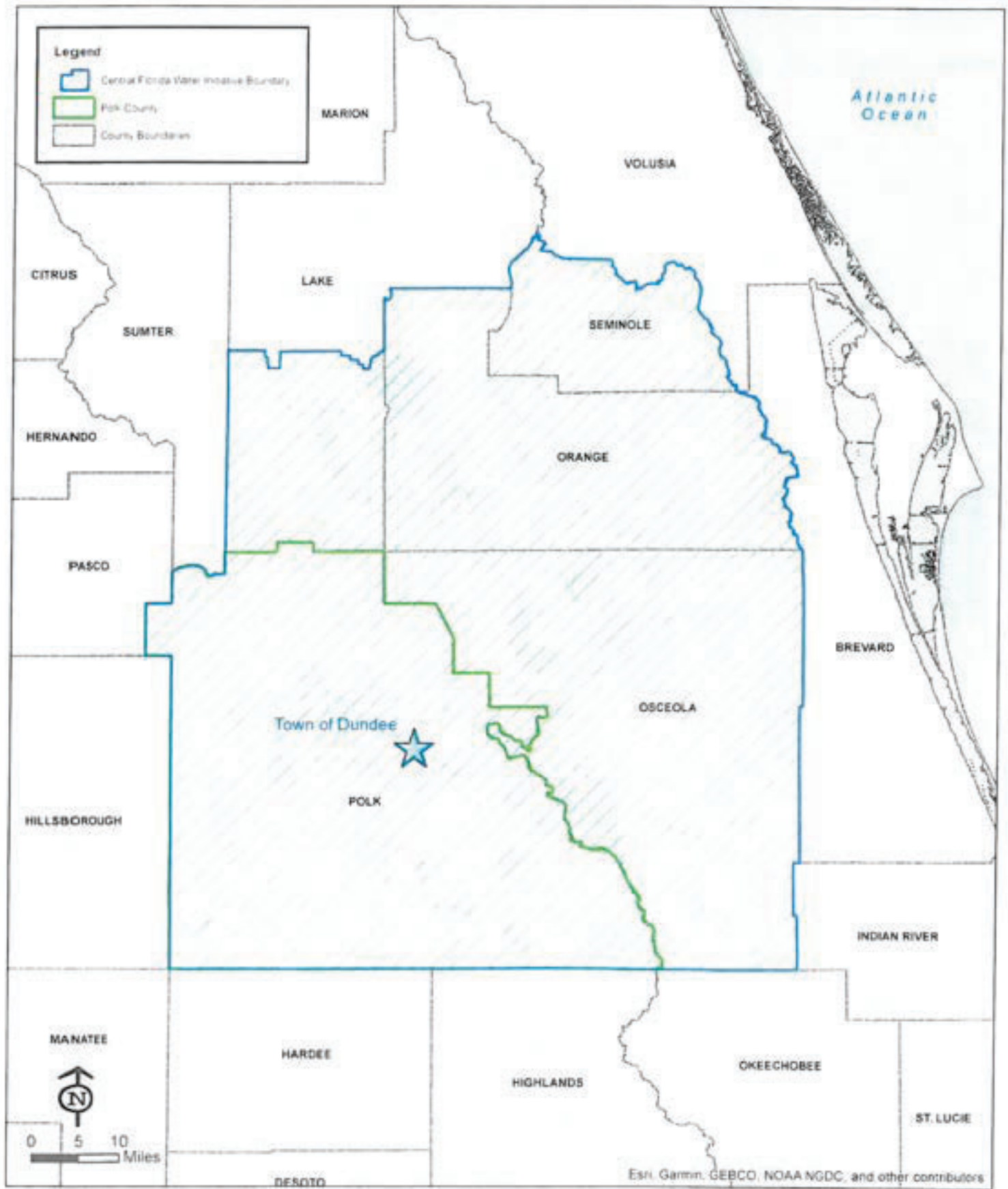




# Map 2 SOUTHERN WATER USE CAUTION AREA

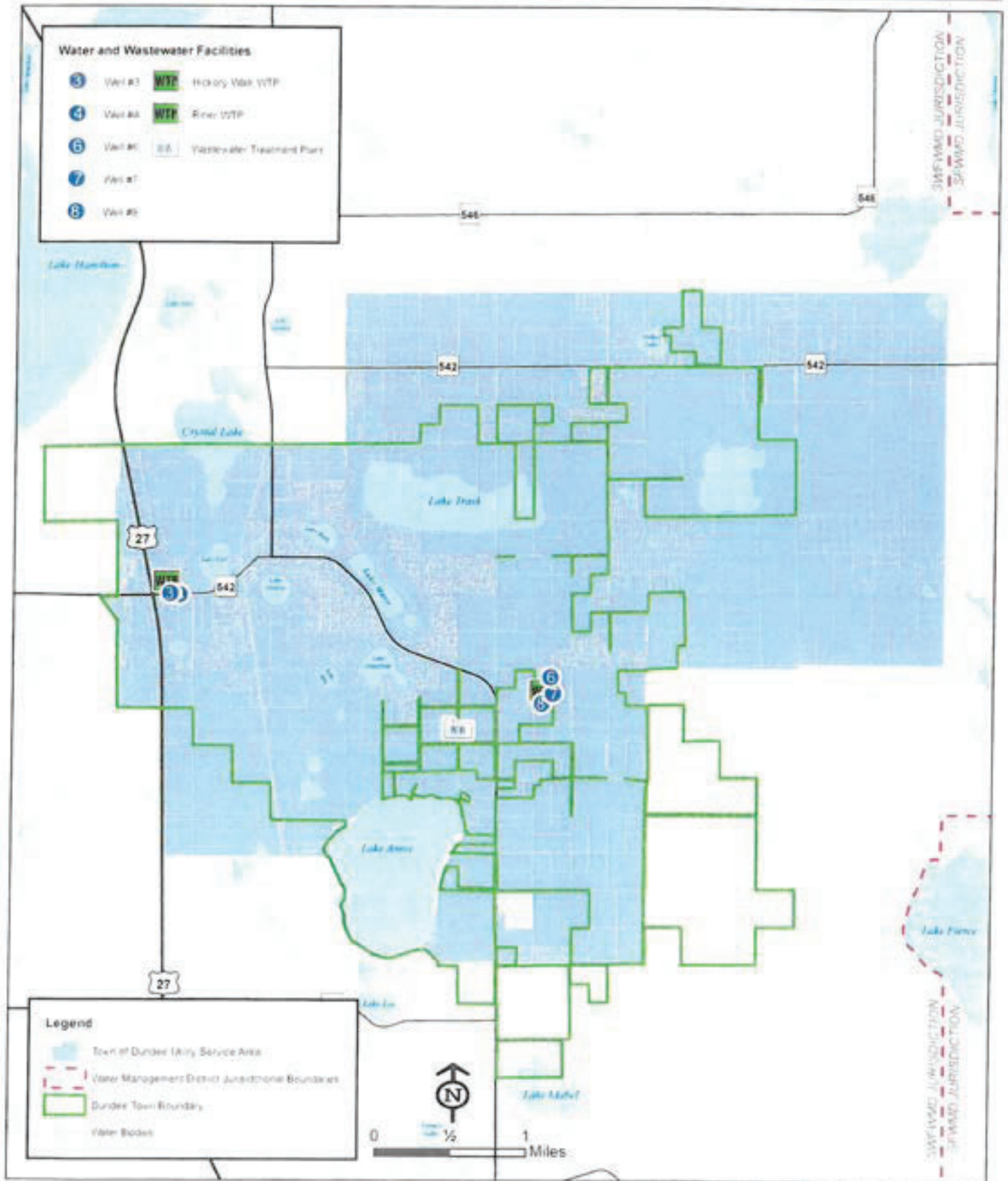


Map 3  
CENTRAL FLORIDA WATER INITIATIVE (CFWI)





# Map 4 WATER & WASTEWATER UTILITY FACILITIES





## EXHIBIT C

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida  
34604 (352) 796-7211 or 1-800-423-1476  
(FL only) [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email [ADACoordinator@WaterMatters.org](mailto:ADACoordinator@WaterMatters.org). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955- 8771 (TDD) or 1- 800-955- 8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at [WaterMatters.org/ADA](http://WaterMatters.org/ADA).

## Final Agenda GOVERNING BOARD MEETING

MAY 20, 2025  
9:00 AM

7601 US 301 North, Tampa, FL 33637  
(813) 985-7481

*All meetings are open to the public*

MEETING NOTICE

- » Viewing of the Board meeting will be available through the District's website at [WaterMatters.org](http://WaterMatters.org).
- » Public input will be taken only at the meeting location.
- » Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

Pursuant to Section 373.079(7), Florida Statutes, all or part of this meeting may be conducted by means of communications media technology in order to permit maximum participation of Governing Board members.

The Governing Board may take official action at this meeting on any item appearing on this agenda and on any item that is added to this agenda as a result of a change to the agenda approved by the presiding officer of the meeting pursuant to Section 120.525, Florida Statutes.

The order of items appearing on the agenda is subject to change during the meeting and is at the discretion of the presiding officer.

Public Comment will be taken after each presentation and before any Governing Board action(s) except for Governing Board hearings that involve the issuance of final orders based on recommended Orders received from the Florida Division of Administrative Hearings.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are available at [WaterMatters.org](http://WaterMatters.org).

**Bartow Office**  
170 Century Boulevard  
Bartow, Florida 33830  
(883) 634-1448 or 1-800-482-7852 (FL only)

**Sarasota Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240  
(941) 377-3722 or 1-800-320-3503 (FL only)

**Tampa Office**  
7601 Hwy 301 N  
Tampa, Florida 33637  
(813) 985-7481 or 1-800-836-0797 (FL only)



- 1. CONVENE PUBLIC MEETING**
  - 1.1 Call to Order
  - 1.2 Invocation and Pledge of Allegiance
  - 1.3 Election of Governing Board Officers
  - 1.4 Employee Recognition
  - 1.5 Additions/Deletions to Agenda
  - 1.6 Public Input for Issues Not Listed on the Published Agenda
- 2. CONSENT AGENDA**
  - 2.1 Finance/Outreach and Planning Committee: Water Reuse Week Proclamation
  - 2.2 Operations, Lands and Resource Monitoring Committee: Right of First Refusal – Bronson Conservation Easement, SWF Parcel No. 10-200-1100Cb (Lake County)
  - 2.3 Regulation Committee: Water Use Permit No. 20 001512.016, Charlotte Harbor Water Association / CHWA Public Water Supply (Charlotte County)
  - 2.4 Regulation Committee: Water Use Permit No. 20 003216.013, T & T Environmental, LLC / Desoto Groves (DeSoto County)
  - 2.5 Regulation Committee: Water Use Permit No. 20 005893.014, Town of Dundee / Town of Dundee Public Supply (Polk County)
  - 2.6 Regulation Committee: Water Use Permit No. 20 006409.009, Cameron High Grove, LLC / High Grove (Highlands County)
  - 2.7 Regulation Committee: Water Use Permit No. 20 006624.011, City of Lake Alfred / City of Lake Alfred Public Supply (Polk County)
  - 2.8 General Counsel's Report: Amendment and Partial Release of Conservation Easement – Environmental Resource Permit Application No. 887884 – McIntosh Parcel (Polk County)
  - 2.9 General Counsel's Report: Authorization to Initiate Litigation – Tsala Apopka Golf Course Control Structure Project (C680)
  - 2.10 Executive Director's Report: Approve Governing Board Workshop Minutes – March 25, 2025
  - 2.11 Executive Director's Report: Approve Governing Board Minutes – April 22, 2025
- 3. FINANCE/OUTREACH AND PLANNING COMMITTEE**
  - 3.1 Discussion: Consent Item(s) Moved to Discussion
  - 3.2 Discussion: Information Item: Legislative Update
  - 3.3 Submit & File: Information Item: Budget Transfer Report
- 4. RESOURCE MANAGEMENT COMMITTEE**
  - 4.1 Discussion: Consent Item(s) Moved to Discussion

- 4.2 **Discussion:** Information Item: 2025 Regional Water Supply Plan
- 4.3 **Discussion:** Information Item: 2024 District-wide Seagrass Mapping Results (W331/B017)
- 5. **OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**
- 5.1 **Discussion:** Consent Item(s) Moved to Discussion
- 6. **REGULATION COMMITTEE**
- 6.1 **Discussion:** Consent Item(s) Moved to Discussion
- 6.2 **Discussion:** Action Item: Denials Referred to the Governing Board
- 7. **GENERAL COUNSEL'S REPORT**
- 7.1 **Discussion:** Consent Item(s) Moved to Discussion
- 7.2 **Discussion:** Action Item: Affirm Governing Board Committee Actions
- 8. **COMMITTEE/LIAISON REPORTS**
- 8.1 **Discussion:** Information Item: Environmental Advisory Committee
- 9. **EXECUTIVE DIRECTOR'S REPORT**
- 9.1 **Discussion:** Information Item: Executive Director's Report
- 10. **CHAIR'S REPORT**
- 10.1 **Discussion:** Information Item: Chair's Report
- 10.2 **Discussion:** Information Item: Employee Milestones
- ADJOURNMENT**





## Item 2.5

**CONSENT AGENDA****May 20, 2025****Regulation Committee: Water Use Permit No. 20 005893.014, Town of Dundee / Town of Dundee Public Supply (Polk County)**

This is a renewal of an existing water use permit for public supply use. The authorized quantities are based on the 2045 demand and a gross daily water use rate of 115 gallons per day per capita (gpcd). The quantities have changed from those previously permitted to reflect an increase in population from 6,168 to 14,805 and a decrease in per capita use rate from 148 to 115 gpcd. This permit authorizes an annual average quantity increase from 917,500 gallons per day (gpd) to 1,702,700 gpd, and a peak month quantity increase from 1,202,000 gpd to 2,230,400 gpd. The 2025 annual average demand of 925,800 gpd is based on a population of 7,913 and a per capita use rate of 117 gpcd. The approval of an increase in withdrawals from the Upper Floridan Aquifer (UFA) above the 2025 demand is supported by impact offsets associated with the pending retirement of 18 existing water use permits whose authorized annual average groundwater quantity sums to 1,371,500 gpd through land use transitions. There is no change in Use Type from the prior revision. The Town of Dundee is a member of the Polk Regional Water Cooperative (PRWC) and is expected to receive up to 900,000 gpd in Alternative Water Supply (AWS) from the PRWC in the future. This permit is located in the Southern Water Use Caution Area (SWUCA) and within the Central Florida Water Initiative (CFWI).

Special Conditions include those that require the Permittee to report monthly meter readings; to perform meter accuracy checks every five years; to cap wells not in use; to modify the permit upon receipt of AWS; to comply with rate structure, per capita, and customer billing requirements; to submit a report summary of retiring land use transition permits; and to submit the Public Supply Annual Report each year.

The permit application meets all Conditions for Issuance pursuant to Florida Administrative Code Rule 40D-2.301.

**Staff Recommendation:**

Approve the proposed permit attached as an exhibit.

**Presenter:**

April D. Breton, Bureau Chief, Water Use Permit Bureau





**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT  
Individual  
PERMIT NO. 20 005893.014**

**PERMIT ISSUE DATE:** May 20, 2025

**EXPIRATION DATE:** May 20, 2045

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

**TYPE OF APPLICATION:** Renewal

**GRANTED TO:** Town of Dundee / Attn: Tracy Mercer  
Post Office Box 1000  
Dundee, FL 33838-1000

**PROJECT NAME:** Town of Dundee Public Supply

**WATER USE CAUTION AREA(S):** SOUTHERN WATER USE CAUTION AREA

**COUNTY:** Polk

**TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)**

<b>ANNUAL AVERAGE</b>	1,702,700 gpd
<b>PEAK MONTH<sup>1</sup></b>	2,230,400 gpd

1. Peak Month: Average daily use during the highest water use month.

**ABSTRACT:**

This is a renewal of an existing water use permit for public supply use. The authorized quantities are based on the 2045 demand and a gross per capita daily water use rate of 115 gallons per day (gpd). The quantities have changed from those previously permitted to reflect an increase in population from 6,168 to 14,805 and a decrease in per capita use rate from 148 to 115 gpd. This permit authorizes an annual average quantity increase from 917,600 gallons per day (gpd) to 1,702,700 gpd, and a peak month quantity increase from 1,202,000 gpd to 2,230,400 gpd. The 2025 annual average demand of 925,800 gpd is based on a population of 7,913 and a per capita use rate of 117 gpd. The approved increase in withdrawals from the Upper Floridan Aquifer (UFA) above the 2025 demand is supported by impact offsets associated with the pending retirement of 18 existing water use permits whose authorized annual average groundwater quantity sums to 1,371,500 gpd through land use transitions. There is no change in Use Type from the prior revision. The Town of Dundee is a member of the Polk Regional Water Cooperative (PRWC) and is expected to receive up to 900,000 gpd in Alternative Water Supply (AWS) from the PRWC in the future. This permit is located in the Southern Water Use Caution Area (SWUCA) and within the Central Florida Water Initiative (CFWI).

Special Conditions include those that require the Permittee to report monthly meter readings, to perform meter accuracy checks every five years, to cap wells not in use, to modify the permit upon receipt of AWS, to comply with rate structure, per capita, and customer billing requirements, submit a report summary of retiring land use transition permits and to submit the Public Supply Annual Report each year.

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WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
Public Supply	1,702,700	2,230,400

USE TYPE

Residential Single Family

PUBLIC SUPPLY:

Population Served: 14,805  
 Per Capita Rate: 115 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

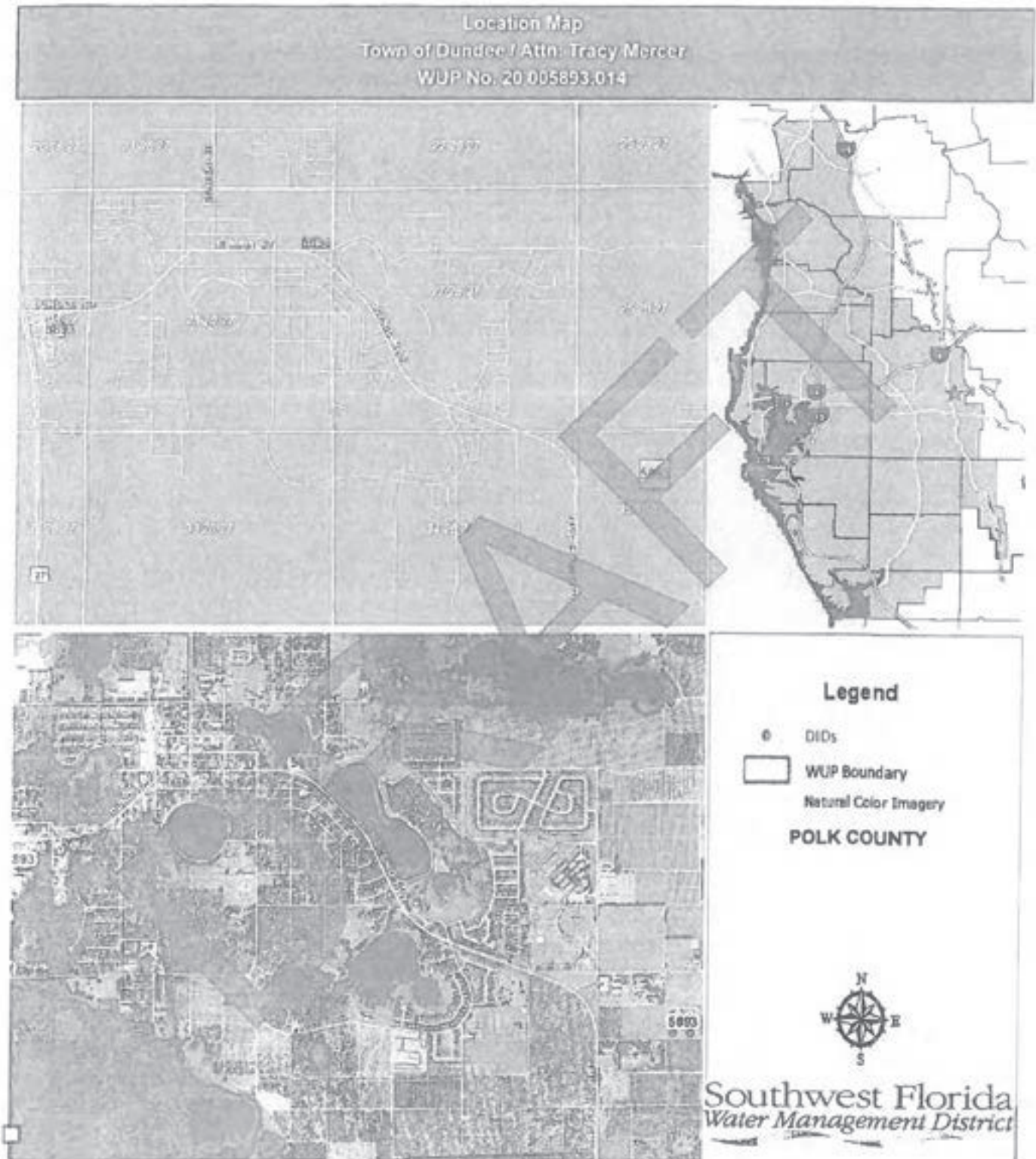
Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>
3 / 3	10	690 / 97	Public Supply	295,800	387,500
4 / 4	12	760 / 145	Public Supply	295,800	387,500
6 / 6	16	850 / 240	Public Supply	370,300	485,100
7 / 7	16	850 / 260	Public Supply	370,400	485,100
8 / 8	16	710 / 260	Public Supply	370,400	485,200

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
3	28° 01' 02.05"/81° 37' 47.87"
4	28° 01' 03.23"/81° 37' 47.90"
6	28° 00' 31.22"/81° 35' 23.54"
7	28° 00' 29.60"/81° 35' 21.90"
8	28° 00' 29.50"/81° 35' 25.60"





**STANDARD CONDITIONS:**

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

**SPECIAL CONDITIONS:**

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

All mailed reports and data are to be sent to:

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

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

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

(499)

2. The quantities included in the permit are based on a gross per capita daily water use rate of 115 gpd. Failure to maintain, on average, the per capita rate on which the permitted quantity is based could result in noncompliance with the terms of the permit. A per capita rate of 117 is allowable until December 31, 2033. After December 31, 2033, the permittee shall achieve a per capita rate not greater than 116. After December 31, 2043, the permittee shall achieve a per capita rate that is not greater than 115. The per capita rate will be monitored via the Annual Report and the Reclaimed Water Supplier Report that are required to be submitted by April 1 of each year for the term of the permit.(67)
3. This permit shall be modified if an additional source of water is provided for public supply use from a separate entity. This includes additional Alternative Water Supply quantities and irrigation water for law/landscape and common areas. The Permittee shall notify the District of the additional water source and submit an application to modify the permit to acknowledge receipt.(68)
4. The permittee shall develop and maintain an Annual Conservation Goal Implementation Plan (ACGIP) pursuant to Section 2.7 of the CFWI Supplemental Applicant's Handbook for Consumptive Use Permitting. The ACGIP shall outline conservation goals for no less than 5 years. Agricultural permittees implementing BMPs in lieu of an ACGIP must maintain documentation supporting the enrollment and implementation of selected BMPs. The permittee shall submit the ACGIP upon request by the District, during a 10-year compliance report, and with an application for permit renewal or modification except for a public water supply permittee with an annual average daily quantity of 100,000 gpd or greater and whose commercial use equals or exceeds 30 percent of its total water use, shall report its progress toward achieving the conservation goals within the ACGIP annually.  
(92)
5. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)



6. The Permittee shall immediately implement the District-approved water conservation plan that was submitted in support of the application for this permit. Conservation measures that the Permittee has already implemented shall continue, and proposed conservation measures shall be implemented as proposed in the plan. Progress reports on the implementation of water conservation practices indicated as proposed in the plan as well as achievements in water savings that have been realized from each water conservation practice shall be submitted by June 1, 2035. (449)
7. The Permittee shall investigate the feasibility of using Alternative Water Supply (AWS) when notified by the District that AWS water may be available in sufficient supply to be utilized for this permit. The Permittee shall submit a report documenting the feasibility investigation within six months of the notification. The report shall contain an analysis of AWS water sources for the area, including the relative location of these sources to the Permittee's property, the quantity of AWS water available, the projected date(s) of availability, costs associated with obtaining the AWS water, and an implementation schedule for AWS, if feasible. Infeasibility shall be supported with a detailed explanation. If the use of AWS water is determined to be feasible by the Permittee or by the District, then the Permittee shall submit an application to modify this water use permit to include AWS water as a source of water. The modification application shall include a date when the AWS water will be available and shall indicate a proposed modification in permitted quantities. If the permit application is not submitted by the Permittee, the District may modify, following notice to the Permittee, the quantities authorized with this permit to account for the availability of AWS water. (458)
8. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C. (568)
9. Beginning January 1, 2012, the Permittee shall comply with the following requirements:
  - A. Customer billing period usage shall be placed on each utility-metered customer's bill.
  - B. Meters shall be read and customers shall be billed no less frequently than bi-monthly.
  - C. The following information, as applicable to the customer, shall be provided at least once each calendar year and a summary of the provisions shall be provided to the District annually as described in Section D, below. The information shall be provided by postal mailings, bill inserts, online notices, on the bill or by other means. If billing units are not in gallons, a means to convert the units to gallons must be provided.
    1. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
      - a. Fixed and variable charges,
      - b. Minimum charges and the quantity of water covered by such charges,
      - c. Price block quantity thresholds and prices,
      - d. Seasonal rate information and the months to which they apply, and
      - e. Usage surcharges
    2. To each utility-metered single-family residential customer - Information that the customer can use to compare its water use relative to other single-family customers or to estimate an efficient use and that shall include one or more of the following:
      - a. The average or median single-family residential customer billing period water use calculated over the most recent three year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.
      - b. A means to calculate an efficient billing period use based on the customer's characteristics, or
      - c. A means to calculate an efficient billing period use based on the service area's characteristics.
  - D. Annual Report: The following information shall be submitted to the District annually by October 1 of each year of the permit term to demonstrate compliance with the requirements above. The information shall be current as of the October 1 submittal date.
    1. Description of the current water rate structure (rate ordinance or tariff sheet) for potable and non-potable water.
    2. Description of the current customer billing and meter reading practices and any proposed changes to these practices (including a copy of a bill per A above).
    3. Description of the means the permittee uses to make their metered customers aware of rate structures, and how the permittee provides information their metered single-family residential customers can use to compare their water use relative to other single-family customers or estimate an efficient use (see C 1 & 2 above).



(592)

10. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
11. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Annual Report on Water Rate, Billing and Meter Reading Practices of the year following the change.(659)
12. The Permittee shall submit a "Public Supply Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.103.00 (05/14)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Annual Report Submittal Instructions" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.

**Per Capita Use Rate**

A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report" shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.

**Residential Use**

Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.

**Non-Residential Use**

Non-residential use quantities provided for use within a community but that are not directly associated with places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.

**Water Conservation**

In an attachment to the Form, the Permittee shall describe the following:

1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

**Water Audit**

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

**Alternative Water Supplied Other Than Reclaimed Water**

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not

67



treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

#### Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/08), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd:

a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or

b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report."

#### Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system. (660)

13. The revised Environmental Management Plan (EMP) dated April 8, 2025, that was submitted in support of the application for this permit shall be implemented upon permit issuance. The EMP is to address how environmental conditions in the vicinity of the Permittee's wellfields will be monitored, how unacceptable adverse impacts will be identified, and how and when unacceptable adverse impacts caused by water production will be mitigated by the Permittee. An annual report compiling the results, analyses, and conclusions of the hydrologic monitoring from the preceding October 1 to September 30 shall be submitted by July 1 of each year of the permit. A report compiling the results, analyses, and conclusions of the vegetative monitoring from the preceding 5 years shall be submitted by July 1, 2027, and every 5 years thereafter. The report shall identify and describe any trends of vegetative and/or hydrologic changes in the EMP network using the methodology outlined in the EMP to determine if District Performance Standards for wetlands have been met. The annual report and all required supporting documentation shall be submitted to the Water Use Permit Bureau if submitted in hard copy. If submitted electronically, it is required that any documentation that is in color be scanned in color. During the permit term, the Permittee may submit a proposal to enhance or revise the EMP. Such revisions are subject to approval by the Water Use Permit Bureau Chief. (676)
14. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 3, 4, 6, 7 and 8, Permittee ID Nos. 3, 4, 6, 7 and 8. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. (719)
15. The Permittee shall continue to maintain the piezometers listed below, monitor water levels, and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. Water levels shall be recorded relative to North American Vertical Datum 1988 and to the maximum extent possible, recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency noted. The readings shall be reported online via the WUP Portal at the District website ([www.watermatters.org](http://www.watermatters.org)) or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

Existing District ID Nos. 40 and 41/Permittee ID Nos. PZ-1 and PZ-2, to monitor the Surficial aquifer system on a monthly basis.

16. The Permittee shall continue to maintain the District-approved staff gauges in the water bodies at the locations specified by latitude and longitude below and report measurements of water levels referenced to North American Vertical Datum 1988 at the frequency indicated.

District ID No. 42, Permittee ID No. SG-1, record on a monthly basis at Latitude 28 01 07.32 N  
Longitude 81 37 33.96 W  
District ID No. 44, Permittee ID No. SG-2, record on a monthly basis at Latitude 28 01 04.01 N  
Longitude 81 37 35.30 W

To the maximum extent possible, water levels shall be recorded on the same week of each month and reported to the Water Use Permit Bureau, online via the WUP Portal on the District website, or in hardcopy on District-provided forms on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource.

(762)

17. Before September 1, 2025, the Permittee shall submit a summarized report listing the status of the water use permits that were utilized for impact offsets. If any of the permits listed below are not cancelled, The Town of Dundee shall apply to modify their permit which may include a change of the currently authorized quantities. The permits listed below are to be cancelled and were used to offset impacts from groundwater pumping:

Water Use Permit Nos.

20000042.005  
20000175.008  
20001883.008  
20001943.007  
20002250.008  
20002501.010  
20002503.009  
20002504.006  
20002814.007  
20003818.007  
20004105.010  
20004239.008  
20007039.007  
20007197.012  
20008582.010  
20011826.004  
20012972.003  
20013116.002

(991)



40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

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

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



Exhibit B  
Instructions

### METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies.

For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data.

The Permittee shall submit meter readings online using the Permit Information Center at [www.sfwmd.state.fl.us/permits/epermitting/](http://www.sfwmd.state.fl.us/permits/epermitting/) or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

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

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

from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.

8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

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

#### FLOW METER ACCURACY TEST INSTRUCTIONS

1. Accuracy Test Due Date - The Permittee is to schedule their accuracy test according to the following schedule:

A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.

B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.

C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.

D. For the Permittee's convenience, if there are multiple due years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.

E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

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

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

2. Accuracy Test Requirements: The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:

A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.

B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or



longer per test until consistent results are obtained.

C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.

D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. Accuracy Test Report: The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:

A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website ([www.watermatters.org](http://www.watermatters.org)) under "ePermitting and Rules" for Water Use Permits.

B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout.

C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;

D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.

E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.

F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

#### ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.

2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:

- A. Number of dwelling units per category,
- B. Number of domestic metered connections per category,
- C. Number of metered irrigation connections,
- D. Annual average quantities in gallons per day provided to each category, and
- E. Percentage of the total residential water use provided apportioned to each category.

3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:

- A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
- B. Agricultural uses (e.g., irrigation of a nursery),
- C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
- D. Golf course irrigation,
- E. Fire fighting, system testing and other accounted uses,-
- F. K-through-12 schools that do not serve any of the service area population, and
- G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.

4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:

- A. Evaluation of:
  - 1) leakage associated with transmission and distribution mains,
  - 2) overflow and leakage from storage tanks,
  - 3) leakage near service connections,
  - 4) illegal connections,
  - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
  - 6) fire suppression,
  - 7) un-metered system testing,
  - 8) under-registration of meters, and
  - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
- B. A schedule for a remedial action-plan to reduce the water losses to below 10%.

5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:

- A. Description of the type of Alternative Water Supply provided,
- B. County where service is provided,
- C. Customer name and contact information,
- D. Customer's Water Use Permit number (if any),
- E. Customer's meter location latitude and longitude,
- F. Meter ownership information,
- G. General customer use category,
- H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
- I. Customer cost per 1,000 gallons or flat rate information,
- J. Delivery mode (e.g., pressurized or non-pressurized),
- K. Interruptible Service Agreement (Y/N).



- L. Month/year service began, and  
M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.
- B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:
- 1) Bulk customer information:
    - a) Name, address, telephone number,
    - b) WUP number (if any),
    - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
    - d) Month/year first served,
    - e) Line size,
    - f) Meter information, including the ownership and latitude and longitude location,
    - g) Delivery mode (pressurized, non-pressurized).
  - 2) Monthly flow in gallons per bulk customer.
  - 3) Total gallons per day (gpd) provided for metered residential irrigation.
  - 4) Disposal information:
    - a) Site name and location (latitude and longitude or as a reference to the service area map),
    - b) Contact name and telephone,
    - c) Disposal method, and
    - d) Annual average gpd disposed.

\_\_\_\_\_  
Authorized Signature  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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





# EXHIBIT D

Item 7.

## EXHIBIT "A"

### POLK COUNTY UTILITIES DIVISION SCHEDULE OF RATES, CHARGES AND FEES

RESIDENTIAL CONNECTION CHARGES					
Effective Date	1/1/2025	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Indexing Rate	3.41%	3.30%	0%	0%	0%
WATER CONNECTION CHARGES					
Type of Residence					
Single Family Detached Units on Lots of 1.0 Acre or Less	\$ 2,941	\$ 3,038	\$ 3,038	\$ 3,038	\$ 3,038
Single Family Detached Units on Lots of More than 1.0 Usable Acre	\$ 2,941	\$ 3,038	\$ 3,038	\$ 3,038	\$ 3,038
Multi-family Units Including Apartments, Condos, Duplexes, Triplexes, etc.	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
Mobile Homes on Lots of Less Than 6000 Square Feet	\$ 1,765	\$ 1,823	\$ 1,823	\$ 1,823	\$ 1,823
Mobile Homes on Lots of 6000 Square Feet or More	\$ 2,941	\$ 3,038	\$ 3,038	\$ 3,038	\$ 3,038
Park Model RVs	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
Destination RVs *	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
All other RVs Including Transient RVs	\$ 1,618	\$ 1,671	\$ 1,671	\$ 1,671	\$ 1,671
WASTEWATER CONNECTION CHARGES					
Indexing Rate	23.53%	19.05%	0%	0%	0%
Type of Residence					
Single Family Detached Units on Lots of 1.0 Acre or Less	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
Single Family Detached Units on Lots of More than 1.0 Usable Acre	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
Multi-family Units Including Apartments, Condos, Duplexes, Triplexes, etc.	\$ 3,471	\$ 4,132	\$ 4,132	\$ 4,132	\$ 4,132
Mobile Homes on Lots of Less Than 6000 Square Feet	\$ 3,471	\$ 4,132	\$ 4,132	\$ 4,132	\$ 4,132
Mobile Homes on Lots of 6000 Square Feet or More	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
Park Model RVs	\$ 2,850	\$ 3,393	\$ 3,393	\$ 3,393	\$ 3,393
Destination RVs *	\$ 3,471	\$ 4,132	\$ 4,132	\$ 4,132	\$ 4,132
All other RVs Including Transient RVs	\$ 5,182	\$ 6,169	\$ 6,169	\$ 6,169	\$ 6,169
*NOTE:					
A Destination RV must be: (1) Sited on a lot owned in fee simple by the user; (2) Sited in a park that is a platted subdivision; (3) Sited on a lot 3,000 square feet or larger; and (4) Sited in a park that does not have a dump station or undivided interest lot sales or time share lot sales. This category of user is subject to inspection by Polk County Utilities to ensure that Destination RVs are not transient RVs. Destination RV lots used by Transient RVs will be subject to a 1.0 ERC sewer connection charge.					

### COMMERCIAL CONNECTION CHARGES

#### Water Connection Charges

Commercial Water Connection charges will be assessed on projected daily usage, in accordance with the Polk County Utilities Code, divided by 250 gallons to calculate the Equivalent Residential Connection (ERC). This ERC will be multiplied by connection charge assessed for a single Family Detached Unit on lots one acre or less.

#### Wastewater Connection Charges

Commercial Wastewater Connection charges will be assessed on projected daily usage, in accordance with the Polk County Utilities Code, divided by 200 gallons to calculate the Equivalent Residential Connection (ERC). This ERC will be multiplied by connection charge assessed for a single Family Detached Unit on lots one acre or less.



**POLK COUNTY UTILITIES**

# **Utility Rate and Connection Fee Study**

**FINAL REPORT / March 2024**







March 25, 2024

Ms. Tamara Richardson, P.E.  
Polk County Utilities, Director  
1011 Jim Keene Blvd.  
Winter Haven, FL 33880

Subject: **Utility Rate and Connection Fee Study**

Dear Ms. Richardson:

Raftelis Financial Consultants, Inc. (Raftelis) has completed its review of the water and wastewater rates and fees for Polk County Utilities (PCU) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report, which is submitted for your consideration. The analysis included the preparation of a long-range financial forecast of utility needs through Fiscal Year 2033 (Study Period) to evaluate the adequacy of monthly service rates resulting in proposed rate and fee recommendations for the next five (5) years (from Fiscal Year 2025 through 2029 or the "Implementation Period"). In addition, Raftelis also reviewed the level of water and wastewater connection fees, which are charges paid by new development to recover the costs of providing water and/or wastewater capacity, and other miscellaneous utility fees. Based on the assumptions relied upon in the development of the utility system (System) revenues and expenditure needs, Raftelis has identified the need for water and wastewater rate and fee adjustments.

During the course of the study, it was determined that the proposed rates should meet a number of goals and objectives. The single most important objective of our analysis was to develop proposed utility rates to produce sufficient revenue to meet the projected expenditure requirements of the water and wastewater systems in order to meet the System's financial obligations and fund the anticipated capital needs of the System. Other goals and objectives considered in the study include:

1. The proposed rates should maintain a financial position consistent with performance criteria used by rating agencies and the utility industry. This guideline entails the following:
  - a. Compliance with the rate covenants outlined in existing Bond Resolution.
  - b. Maintenance of adequate operating reserves.
2. The proposed rates should be based on full cost recovery principles.
3. The proposed rates should promote the continued conservation of water resources.
4. The proposed rates should recognize historical rate structures or forms and avoid potential rate shock.
5. The proposed rates, to the extent practical, should be comparable with those of neighboring utility systems.



Ms. Tamara Richardson, P.E.  
Polk County Utilities  
March 25, 2024  
Page 2

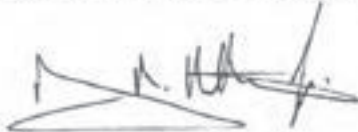
The proposed monthly rates and miscellaneous utility fees for water and wastewater service are expected to meet the goals and objectives outlined above and should be sufficient to provide for the recovery of the total costs anticipated for PCU. To recoup PCU's existing and future water and wastewater infrastructure improvements necessary to serve new growth, this study also recommends increasing the water and wastewater connection fees.

Following this letter, we have provided an executive summary that briefly summarizes the results of our study and outlines our recommendations and conclusions. The remainder of the report provides additional details regarding the rate and financial analysis conducted on behalf of PCU.

We appreciate the opportunity to be of service to the County and would like to thank County staff for their valuable assistance and cooperation during the course of this study.

Respectfully submitted,

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

A handwritten signature in black ink, appearing to read 'M. Hamilton, Jr.', with a stylized flourish at the end.

**Murray M. Hamilton, Jr.**  
*Vice President*

MMH/dlc  
Attachments

## Section 2 – Review of Connection Fees

### General

PCU, as well as other publicly owned utility systems, face increasing capital commitments necessary to expand water and wastewater system facilities to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand. In addition, System improvements and regulatory compliance also require significant capital expenditures in today's utility business environment. Further, the impact of inflation on System operating expenses and on the cost of new and replacement facilities results in upward pressure on monthly utility user rates. The compelling capital needs associated with the utility business and the desire to control the increase in monthly utility user rates and charges have resulted in the use of funding alternatives such as PCU's water and wastewater connection fees to finance, in part at least, the cost of System expansion.

A connection fee is a charge imposed on new users of real property to help finance the capital cost of constructing public facilities necessary to serve new residents. The purpose of a connection fee is to assign, to the extent practical, growth-related capital costs to those new residents or users responsible for such additional costs. The connection fee can be considered to be a new user's contribution to those facilities or capital costs that are required in order to provide a comparable level of service to that which is being provided to existing customers.

### Connection Fee Criteria

To the extent new population growth and associated development imposes identifiable added capital costs, municipal utility capital funding practices include the assignment of such costs to those residents or System users responsible for the added costs rather than the existing population base. Generally, this practice has been labeled as "growth paying its own way."

Based on our experience within the industry, the implementation and use of connection fees should meet the following minimum criteria:

1. Be based on the most recent and localized data;
2. Provide for separate accounting and reporting of connection fee revenues and expenditures;
3. Limit administrative charges for the collection of fees to actual costs, if any; and
4. Provide reasonable notice of no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased connection fees.

Implementation of connection fees is supported based on existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid connection fees.



a type of impact fee. The authority for Florida governments to implement valid System connection fees is further granted in the Florida Growth Management Act of 1985.

The initial precedent for connection fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as connection fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. A connection fee should not be considered as a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit which the property receives. Conversely, connection fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Connection fees are distinguishable from taxes primarily in the direct relationship between amount charged and the measurable quantity of public facilities or service capacity required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on existing Florida case law, certain conditions are required to develop a valid connection fee. Generally, it is our understanding that these conditions involve the following issues:

1. The connection fee must meet the "dual rational nexus" test. First, connection fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the connection fee proceeds and the benefits accruing to the growth from those proceeds.
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.
3. The connection fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capital expansions or other additional capital requirements that are required solely due to growth, and which have a useful life of at least five (5) years. Therefore, expenses due to rehabilitation or replacement of a facility serving existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.
4. The County should maintain a connection fee ordinance or resolution that explicitly restricts the use of fees collected. Therefore, connection fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, the proposed connection fees, which are set forth in subsequent sections herein: i) include only the estimated capital cost of facilities necessary to serve anticipated population growth; ii) do not reflect costs associated with renewal and replacement of any existing capital assets (except for any portion



of upgrades allocable to growth, such as “upsizing” transmission lines); and iii) do not include any costs of operation and maintenance of any facilities.

As can be seen above, the courts have addressed three (3) areas associated with the development of the connection fee. These areas include: i) the “fair share” rules dealing with payment of the fee by the affected property owners; ii) the “rational nexus” rules, which focus on the expenditure or purpose of the fee; and iii) the “credits” rules, which recognize fee offsets.

The fair share rules address that the fee can only be used for capital expenditures that are attributable to new growth. The fee cannot be used to finance level of service deficiencies or the replacement of existing facilities required to provide services to existing users. The rules also allow for establishing different fees for different classes of customers and the ability for the payment of a reduced connection fee if applicants can demonstrate that their development will have smaller impact (or capital requirement) than assumed in the fee determination. Additionally, the fair share rules recognize that the cost of facilities used by both existing customers and new growth must be apportioned between the two (2) user groups such that the user groups are treated equally and one group does not subsidize the other.

The rational nexus or benefit rule requires that there be a reasonable relationship between the need for capital facilities and the benefits to be received by new growth for which the fee will be expended. PCU’s existing capital improvement program and the overall specific management of the System are considered to be System-wide, which eliminates the need for utility zones. As such, the proposed connection fees were determined on a System-wide basis. The second nexus condition recognizes that the property must receive a benefit from the public services for which the fee is being applied. With respect to the water and wastewater charge, these facilities are used by and are constructed on behalf of all the property within PCU’s service areas and benefit both residential and commercial customers. As such, all new growth requesting capacity from the System (either water and/or wastewater) are subject to the application of the connection fees.

The credit rule recognizes that if an agency has received property in the form of cost-free capital or there is specific revenue (taxes) that will be used for the capital expenditures for which the connection fee was designed to recover necessitated by new growth, a credit should be applied to the connection fee. Examples of cost-free capital include grants, principal debt forgiveness, contributions by developers, and other sources, which provide funds toward the capital expenditures for which the fee was designed to recover. The credit rule allows for the recovery of costs from new development through connection fees, net of such cost-free capital.

## Development of Connection Fees

There are two (2) significant components to be addressed in designing connection fees. These two (2) components include: i) the level of service to be apportioned to the applicants that request System capacity; and ii) the level or amount of capital costs to be recovered from a new applicant requesting service. Both of these issues are related to the level of the connection fee expressed on an equivalent residential connection or ERC basis (the lowest denominator for the fee, which is discussed later in this report).

### Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater utility services, it is critical that level of service (LOS) standards are established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided



by, a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the F.S. Section 163.3180, each local government shall establish an LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERC expressed as the amount of usage (gallons) allocated on an average daily basis. The level of service generally represents the amount of capacity allocable to an ERC, whether such capacity is actually used (commonly referred to as "readiness to serve"). As previously mentioned, an ERC is representative of the average capacity required to service a typical individually metered single-family residential connection. This class of users represents the largest number of customers served by a public utility such as PCU and generally the lowest level of usage requirements for a specifically metered account. The existing fees are based on an estimated, reserved water capacity equal to 350 gallons per day (GPD) of capacity, expressed on an average daily flow basis (ADF). The reserved wastewater capacity is equal to 270 GPD (ADF).

Based on a review of the current billing attributes for single-family residential customers, examination of operating data, and discussions with PCU staff, the average water and wastewater demands per ERC have decreased over time. Lower water demands have most likely resulted from more efficient fixtures being installed within new homes, development on smaller lot sizes requiring less irrigation, and the implementation of alternative irrigation resources and systems, such as reclaimed water. The proposed connection fees are based on a recommended LOS of 250 and 200 GPD (ADF) for the water and wastewater systems, respectively. PCU is currently in the process of updating the County's comprehensive plan, which will include the recommended changes.

### Existing Plant-in-service

In the development of the proposed connection fees associated with serving future customers, excess capacity, if any, of the existing utility system available to serve such growth should be considered. Since such capacity is available to serve the near-term incremental growth of the System, it is appropriate to evaluate the capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it is necessary to functionalize the assets by specific utility requirement. The functionalization of the existing assets is necessary to: i) identify those assets which should be included in the determination of the impact fees; and ii) match existing plant type to the capital improvements to meet future service needs.

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**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

**APPLICANT:** [Name of Applicant]

**DEVELOPMENT:** [Name of Development] ("Development")

**PARCEL NUMBER(S):** [Polk County Property Appraiser Parcel Numbers]

**LEGAL DESCRIPTION:** [Attach Legal Description and Map]

**REQUEST:** Section 6.01.07.03 of the Land Development Code of the Town of Dundee – *Adequacy Determination Potable Water*

**I. General Narrative.**

The Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the *Municipal Home Rule Powers Act* (Ch. 166, Fla. Stat.) and Article VIII, §2 of the Florida Constitution.

Section(s) 163.3161 through 163.3215, Florida Statutes (2024), the *Local Government Comprehensive Planning and Land Development Regulation Act*, empowers and mandates that the Town plan for future development and growth.

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

Pursuant to applicable Florida law, the Development is a *master planned community* which is located within the corporate limits of the Town and the USA; and, pursuant to *Section 7.02.08 of the LDC*, the Development is a residential development project to be *built in phases*.

On \_\_\_\_\_, 202\_\_, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") passed and adopted *Town of Dundee Resolution No. \_\_\_\_\_* approving the Certified Subdivision Plan for the Development with Conditions (hereafter the "CSP").



**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

Pursuant to *Sec. 54-9 of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code") and *Sections 6.01.04, 6.01.07.03, and 6.01.10(C) of the LDC*, as a condition of approval of the CSP, the Town required that a *Concurrency Developer's Agreement* be negotiated and entered into between the Applicant and Town in order to identify and address, at a minimum, the following: (i) at that time, the Town did not have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the Development; (ii) the CSP, for the purpose of providing a basis upon which a final subdivision plat for the Development may be considered for approval, would not be considered complete until the Town has the ability to provide allocable potable water capacity for the Development; and (iii) by entering into the *Concurrency Developer's Agreement*, the Applicant acknowledged and agreed to assume all risk(s) associated therewith.

The Applicant did in fact negotiate and enter into a *Concurrency Developer's Agreement* and *Water Supply Allocation Agreement* for the Development (hereafter collectively the "Agreements") with the Town. Pursuant to the terms and conditions of the Agreements, any credit or increase to the Town of Dundee Public Supply Water Use Permit, Permit No. 20005893.014 (hereafter the "Town WUP"), by virtue of any transferred agricultural well(s) shall be allocated to the Development.

Pursuant to applicable law which includes, but shall not be limited to, *Section 6.01.04 of the LDC*, where concurrency deficiencies are identified, agreement(s) entered into in order to provide the needed service(s) shall be a condition of development approval of and/or for any development plan(s).

On \_\_\_\_\_, 2025, pursuant to the Code, the LDC, and applicable provision(s) of the Agreements, the Applicant submitted a request to the Town for an *adequacy determination* related to potable water concurrency for the Development.

Based on the aforementioned, this *adequacy determination* shall **not** modify the terms and conditions of the Agreements (see **Exhibit "B"**); and, in the event of any conflict(s) between the findings set forth in the *adequacy determination* and the terms and conditions set forth in the Agreements, this Agreements shall be the governing document(s) and take precedence.





**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

**II. Moratorium.**

On September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the "Ordinance") establishing a moratorium on the acceptance and processing of applications for residential annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permits, amongst others.

The purpose of the Ordinance was to place a temporary moratorium on the acceptance and processing of applications for residential *development orders* and *development permits* for real property consisting of more than one (1) acre located within the corporate limits of the Town of Dundee, Florida, in order for the Town to address, amongst other things, potable water capacity and applicable level(s) of service in the Town's water utility system.

A copy of the Ordinance is attached hereto as **Exhibit "A"** and incorporated herein by reference.

Pursuant to *Section 5* and *Section 6* of the Ordinance (see **Exhibit "A"**), the Ordinance provided for certain exception(s) to the moratorium imposed which include, but are not limited to, the following: (i) any credit/increase received to the Town's Public Supply Water Use Permit (hereafter the "Town WUP") arising out of the transfer of agricultural wells pursuant to and/or in accordance with the Agreements; and (ii) any individual exceptions authorized by the Town Commission for those developers with *extraordinary hardship(s)* or *vested development rights*.

On \_\_\_\_\_, 20\_\_\_\_, the Applicant submitted the *Town of Dundee Development Services – Hardship Application* (hereafter the "Application"); and, on \_\_\_\_\_, 20\_\_\_\_, at a duly noticed public meeting, the Town Commission [result of public hearing] the Application and entered **HARDSHIP ORDER NO. \_\_\_\_\_** (hereafter the "Order") which provided \_\_\_\_\_.

A copy of the Order is attached hereto as **Exhibit "B"** and incorporated herein by reference.

This *adequacy determination* shall modify the terms and conditions of the Order (see **Exhibit "B"**); and, in the event of any conflict(s) between the findings set forth in this



**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

*adequacy determination* and the terms and conditions set forth in the Order, this *adequacy determination* shall be the governing document and take precedence.

**III. Public Supply Water Use Permit, Permit No. 20005893.014.**

On May 20, 2025, the Southwest Florida Water Management District (SWFWMD) held a Governing Board Meeting (hereafter the "SWFWMD Meeting"); and, at that time, SWFWMD *conditionally approved* Consent Agenda Item No. 2.5 which consisted of the Town's application for the renewal of the Town WUP (hereafter the "WUP Renewal").

The conditions of approval for the WUP Renewal are memorialized and made a part of the WUP Renewal which was issued on May 20, 2025. The WUP Renewal authorizes an annual average quantity increase from 917,500 gallons per day (GPD) to 1,702,700 GPD.

A copy of the WUP Renewal is attached hereto as **Exhibit "C"** and incorporated herein by reference.

Pursuant to the terms and conditions set forth in the WUP Renewal, the approved increase in withdrawals from the Upper Floridian Aquifer (UFA) above the 2025 demand is supported by *impact offsets* associated with the pending retirement of eighteen (18) existing water use permits related to the land use transition(s) of and/or for the agricultural wells which are the subject of the Agreements.

As a direct result of the WUP Renewal, on \_\_\_\_\_, 2025, at a duly notice public meeting, the **Town Commission** approved *Town of Dundee Resolution No. \_\_\_\_\_-25* (hereafter the "Resolution") supporting certain amendments to the *Town of Dundee 2030 Comprehensive Plan*, the Code, and the LDC in order to amend the Town's level of service requirements for an *Equivalent Residential Connection* (ERC) from 360 GPD to 250 GPD for a standard single-family dwelling unit.

**IV. Adequacy Determination and Certification.**

Unless specifically provided for in this *Certification of Sufficient Potable Water Capacity* (hereafter the "Certification"), this Certification shall not constitute a waiver or variance from applicable law which includes, but shall not to be limited to, the *Code of Ordinances of the Town of Dundee, Florida*; the *Land Development Code of Dundee*;





**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

and/or applicable provision(s) and conditions set forth in any agreement(s), *development order(s)* and/or *development permit(s)*<sup>1</sup> entered into or issued for the Development.

Pursuant to *Sec. 54-2 of the Code*, land development within the corporate limits of the Town of Dundee, Florida, and/or Town of Dundee *utility service area* shall be permitted only where adequate water facilities exist.

Pursuant to *Section 6.01.01 of the LDC*, no development shall be approved unless public facilities are or will be available to serve a proposed development, such that the adopted *levels of service ("LOS")* are maintained, concurrent with the impacts of the proposed development; and, in accordance with *Section 54-9 of the Code* and *Article 6 of the LDC*, the Agreements shall be a condition of development approval of and/or for any development plan(s) arising out of and/or related to the Development.

For purposes of the Development and pursuant to applicable law which includes, but shall not to be limited to, the Code, the LDC, and/or applicable provision(s) and conditions set forth in the Agreements, the Town has determined and certifies, as follows:

1. The terms, condition(s), and covenants set forth in the Agreements for the CSP shall remain in full-force and effect.
2. This Certification shall allocate potable water capacity for purposes of determining whether adequate potable water capacity is available and allocable to and/or for the Development.
3. This Certification shall not create any vested right(s) and/or development entitlement(s); and therefore, this Certification shall not be interpreted to create any vested right and/or entitlement to develop the Property in accordance with any development plan(s) and/or documents submitted to the Town for the Development.
4. Beginning on its effective date, this Certification shall constitute an adequacy determination and notice of concurrency certification under the Code and LDC of available potable water service capacity to serve the Development within

<sup>1</sup> For purposes of this Order, the terms *development order* and *development permit* shall have the meaning(s) provided in §163.3164, *Florida Statutes (2024)*



**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

the Town's municipal water system for a period not to exceed five (5) calendar years (the "Term"), subject to the terms, conditions, and provisions herein. This Certification is specific to the Development, limited to capacity only, and is nontransferrable. Upon approval by resolution of the Town Commission or otherwise of the final subdivision plat for the Development or final subdivision plat for a phase of the Development, the Term provided for herein shall terminate; and, pursuant to *Section 6.01.05(A) of the LDC*; the Development shall receive an allocation of potable water service capacity for the applicable term beginning on the effective date of the subject resolution and/or subdivision plat approval.

5. The Town shall not vest potable water capacity in and/or for the Development unless and until the Applicant has paid the applicable *connection fee(s)* as provided and specifically set forth in *Chapter 54 of the Code*.
6. The effective date of this Certification shall be the date on which this Certification is duly executed by the Town and Applicant.
7. This Certification shall not be executed in counterparts.
8. Pursuant to the Agreements and WUP Renewal, it has been found and determined that, for purposes of the Development, an *equivalent residential connection* (hereafter "ERC") shall equate to 250 GPD for each new residential connection; and pursuant to the WUP Renewal and Resolution, the Development shall be allocated potable water capacity for **Number** of residential units in and/or for the Development for the term set forth in Paragraph 4 (see above).
9. This Certification is related only to the allocation of potable water service capacity and shall not grant authority to alter the Property.
10. This Certification shall not waive any permitting requirements, including building permits, that may be required by Federal, State, or County agencies which may have jurisdiction.





**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

By executing this Certification, the Town and Applicant acknowledge, agree, and affirm that the Town has fully-satisfied and/or performed the obligations and requirements set forth in the Agreements; and the Applicant and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Certification, the Agreements, and the Applicant's transfer of the agricultural wells to the Town.

***[Remainder of page intentionally left blank]***



**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

Executed by the parties on the date shown adjacent thereto:

**TOWN OF DUNDEE, FLORIDA:**

**[Date]**

\_\_\_\_\_  
Joeseeph Carbone, Interim Town Manager

**Attest:**

\_\_\_\_\_  
Erica Anderson, Town Clerk

**Approved as to Form:**

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



**TOWN OF DUNDEE, FLORIDA  
CONCURRENCY CERTIFICATION  
POTABLE WATER CAPACITY**

The Applicant:

[Applicant]  
[Property Owner-if not applicant]

By: \_\_\_\_\_ [Date]

Witness \_\_\_\_\_

[Date] \_\_\_\_\_

Witness \_\_\_\_\_

[Date] \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_, on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_





## Sec. 54-72. Water connection fees.

- (a) *Purpose.* It is declared by the town commission of the Town of Dundee that certain additional charges and fees for connection into the town water system are necessary for the expansion and replacement of the system. Therefore, there shall be collected for each new water connection to the water system owned and operated by the Town of Dundee the installation and connection fees that are on file in the town clerk's office.
- (b) *Connection fee rate.* The following water connection fee rate schedule is hereby established:
- (1) *For all residential customers:* The water connection fee rate is set at \$2,408.40 per equivalent residential connection.
  - (2) *For all residential customers outside the town limits:* For new water connections made outside of the Town of Dundee's corporate boundaries, in addition to the water connection fee set forth above in subparagraph (b)(1), the Town of Dundee may specifically charge and collect any surcharge permitted by general law.
- (c) *Water use fees—Beginning April 1, 2019.* The following schedule of base charges and usage charges/rates for water customers on the town's water system is hereby established effective April 1, 2019:
- (1) *For all customers within the town limits:*

- a. The following monthly base charge schedule is hereby established:

Meter Size	Base Charge
½ inch	\$17.51
1 inch	43.78
1½ inch	87.55
2 inch	140.08
3 inch	262.65
4 inch	437.75
6 inch	875.50
8 inch	1,400.80

- b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:

*Block 1 (0—10,000):*

- (1) \$0.98 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;

*Block 2 (10,001—20,000):*

- (2) \$1.96 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;

*Block 3 (20,001—40,000):*

- (3) \$2.94 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;

*Block 4 (above 40,000):*

- (4) \$3.46 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.

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(2) For all customers outside the town limits:

a. The following monthly base charge schedule is hereby established:

Meter Size	Base Charge
¾ inch	\$21.88
1 inch	\$4.72
1½ inch	109.43
2 inch	175.10
3 inch	328.31
4 inch	547.18
6 inch	1,094.37
8 inch	1,751.00

b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:

*Block 1 (0—10,000):*

- (1) \$1.22 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;

*Block 2 (10,001—20,000):*

- (2) \$2.45 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;

*Block 3 (20,001—40,000):*

- (3) \$3.67 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;

*Block 4 (above 40,000):*

- (4) \$4.32 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.

Except for water and wastewater connection fees, all base charges and usage charges/rates set forth above shall be automatically increased by 3.5 percent on October 1, 2019 and thereafter on October 1, 2020, October 1, 2021 and October 1, 2022. A schedule of water rates for the referenced time periods is attached hereto as Schedule A. Provided further that a current schedule of base charges and usage charges/rates shall be on file in the office of the town clerk.

(Code 1976, § 15-32; Ord. No. 85-11, § 1, 10-8-85; Ord. No. 88-08, § 1, 9-27-88; Ord. No. 89-02, § 1, 4-11-89; Ord. No. 90-01, § 1, 2-13-90; Ord. No. 97-04, § 1, 12-9-97; Ord. No. 99-02, §§ 1—4, 2-9-99; Ord. No. 99-05, §§ 1—4, 5-11-99; Ord. No. 00-03, § 1, 4-12-00; 01-07, § 1, 6-12-01; Ord. No. 03-21, § 1, 9-29-03; Ord. No. 19-01, § 2, 3-26-19; Ord. No. 22-02, § 5(Exh. A), 1-25-22)

Editor's note(s)—Ord. No. 22-02, § 5(Exh. A), adopted Jan. 25, 2022, changed the title of § 54-72 from "Impact fees" to read as herein set out.



**ORDINANCE NO. 25-09**

**EXHIBIT “C”**

**Town of Dundee, Florida**  
**Business Impact Estimate**  
**§166.041(4), Fla. Stat. (2024)**

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

This *Town of Dundee Business Impact Estimate* (“BIE”) is provided in accordance with Section 166.041(4), Florida Statutes (2024); and Section 166.041(a) of the Florida Statutes states, in pertinent part, as follows:

Before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a *business impact estimate* in accordance with this subsection. The *business impact estimate* **must be** posted on the municipality’s website *no later than the date the notice of proposed enactment is published pursuant to paragraph (3)(a)<sup>1</sup>* and must include all of the following:

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.

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<sup>1</sup> Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.



Town of Dundee, Florida  
Ordinance No. 25-09  
Potable Water and Wastewater Equivalent Residential Connection(s)

Item 7.

4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☒ The Ordinance is enacted to implement the following:
- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

1. **Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):**

The proposed ordinance updates the Town's methodology for calculating Equivalent Residential Connections (ERCs) and incorporates revised potable water and wastewater demand standards into the Town Code and Land Development Code. The ordinance establishes updated definitions, clarifies procedural requirements for development review, and standardizes water-usage calculations for the purposes of capacity evaluation and long-range capital planning.

The purpose is to:

- Ensuring accurate and consistent evaluation of potable water system demand.
- Supporting long-term capital planning and infrastructure investment.
- Aligning local regulations with industry best practices and updated utility planning standards.
- Providing transparency and predictability for developers, businesses, and property owners.
- Protecting the public by ensuring that water system capacity is sufficient to meet future growth.

**2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the *Town of Dundee, Florida*, if any:**

The ordinance is not expected to impose direct financial costs on existing businesses. However, potential indirect or future impacts may include:

- Revised ERC calculations may adjust water-capacity allocations required for certain new development or redevelopment projects.
- Developers of higher-demand uses may experience changes in calculated ERC totals, which could influence utility capacity fees, if applicable in the future.
- Administrative impacts are minimal, as the ordinance primarily updates technical definitions rather than imposing new compliance requirements.
- 

No new fees, penalties, or reporting obligations are created by this ordinance.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-09*:**

The ordinance may have a minimal impact on small businesses, primarily in cases where new construction, change of use, or site redevelopment triggers updated ERC calculations. Any such impacts are tied to:

- Utility demand associated with the proposed use;
- Standard development review procedures that already apply.

No disproportionate or unreasonable burdens are expected for small businesses.

**4. Additional information the *Town Commission of the Town of Dundee* deems useful (if any):**

The ordinance improves administrative efficiency and ensures that utility capacity planning meets current standards. It is not expected to have a material impact on business competitiveness, local employment, or economic development within the Town.

The ordinance does not create any new fees or reporting requirements for businesses.

Potential impacts may include:

- For new construction or redevelopment projects, ERC calculations may change based on updated water-usage standards.
- Businesses proposing new or expanded uses may see adjustments in how their water demand is calculated, which could affect future capacity planning.

Existing businesses that are not changing their use or expanding their buildings will not be affected.

**Town of Dundee, Florida**  
**Business Impact Estimate**  
**§166.041(4), Fla. Stat. (2024)**

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

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  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
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3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

---

<sup>1</sup> Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to §166.041(3)(c), *Fla. Stat. (2024)*.

This BIE may be revised following its initial posting.

- ☒ The Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The Ordinance relates to the issuance or refinancing of debt;
- ☐ The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- ☐ The Ordinance is an emergency ordinance;
- ☐ The Ordinance relates to procurement; or
- ☒ The Ordinance is enacted to implement the following:
- a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):**

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The purpose is to:

- Ensuring accurate and consistent evaluation of potable water system demand.
- Supporting long-term capital planning and infrastructure investment.



- Aligning local regulations with industry best practices and updated utility planning standards.
- Providing transparency and predictability for developers, businesses, and property owners.
- Protecting the public by ensuring that water system capacity is sufficient to meet future growth.

**2. An estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Town of Dundee, Florida, if any:**

The ordinance is not expected to impose direct financial costs on existing businesses. However, potential indirect or future impacts may include:

- Revised ERC calculations may adjust water-capacity allocations required for certain new development or redevelopment projects.
- Developers of higher-demand uses may experience changes in calculated ERC totals, which could influence utility capacity fees, if applicable in the future.
- Administrative impacts are minimal, as the ordinance primarily updates technical definitions rather than imposing new compliance requirements.
- 

No new fees, penalties, or reporting obligations are created by this ordinance.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed Town of Dundee Ordinance No. 25-09:**

The ordinance may have a minimal impact on small businesses, primarily in cases where new construction, change of use, or site redevelopment triggers updated ERC calculations. Any such impacts are tied to:

- Utility demand associated with the proposed use;
- Standard development review procedures that already apply.

No disproportionate or unreasonable burdens are expected for small businesses.

**4. Additional information the Town Commission of the Town of Dundee deems useful (if any):**

The ordinance improves administrative efficiency and ensures that utility capacity planning meets current standards. It is not expected to have a material impact on business competitiveness, local employment, or economic development within the Town.

The ordinance does not create any new fees or reporting requirements for businesses.

Potential impacts may include:

- For new construction or redevelopment projects, ERC calculations may change based on updated water-usage standards.
- Businesses proposing new or expanded uses may see adjustments in how their water demand is calculated, which could affect future capacity planning.

Existing businesses that are not changing their use or expanding their buildings will not be affected.



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	January 13, 2026	<b>Submitted By:</b> Tracy Mercer, Public Utilities		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-01, WATER AND SEWER RATE ADJUSTMENT			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	A motion to approve Ordinance 25-04, move to second reading.			
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>In September 2023, The Town Commission directed town staff to commission Raftelis Engineering, Inc., to complete a Water and Sewer Rate Study. The original project budget dating back to 2023 was for \$40,000.00. <b>Raftelis is requesting a budget adjustment in the amount of \$15,000.00 for additional services which brings the project total budget to \$55,000.00.</b></p> <p>The Town Attorney has worked with Raftelis Engineering to draft Ordinance 25-04 to adopt their recommendations. The ordinance presented is the culmination of this process, which will require a second reading.</p>			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	X	<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 26-01 Raftelis Task Order 5: Utility Rate Study			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE: 26-01</b>	X
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>	An ordinance of the Town Commission of the Town of Dundee, Florida amending chapter 54, article ii, section 54-72; and chapter 54, article III, division 2, section 54-129 of the code of ordinances of the Town of Dundee, Florida regarding the utility rates charged by the Town of Dundee for water and sewer for customers both inside the town limits and outside the town limits but within the town's utility service area by adopting revised water and sewer rates and rate structures; providing for purpose and intent; providing for rate adjustments; adopting a requirement that all percentage adjustments be rounded down to the nearest cent; providing for severability; a repealing clause; providing for recordation; codification and the administrative correction of scrivener's errors; and providing for an effective date.			
<b>FISCAL IMPACT (if any):</b>	State what is included in the cost, i.e., production, materials, etc.		\$0.00	270

**ORDINANCE NO. 26-01**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA AMENDING CHAPTER 54, ARTICLE II, SECTION 54-72(c); AND CHAPTER 54, ARTICLE III, DIVISION 2, SECTION 54-129 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA REGARDING THE UTILITY RATES CHARGED BY THE TOWN OF DUNDEE FOR WATER AND SEWER FOR CUSTOMERS BOTH INSIDE THE TOWN LIMITS AND OUTSIDE THE TOWN LIMITS BUT WITHIN THE TOWN'S UTILITY SERVICE AREA BY ADOPTING REVISED WATER AND SEWER RATES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR RATE ADJUSTMENTS; ADOPTING A REQUIREMENT THAT ALL PERCENTAGE ADJUSTMENTS BE ROUNDED DOWN TO THE NEAREST CENT; PROVIDING FOR SEVERABILITY; A REPEALING CLAUSE; CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town Commission of the Town operates and maintains municipal water and sewer utility systems to provide safe and reliable service to its residents and customers; and

**WHEREAS**, Raftelis Financial Consultants Inc. has on behalf of the Town reviewed and analyzed the existing Town water and sewer rates which has included an analysis of the requirements of the utility system including the actual and anticipated operating and maintenance expenses and provisions to address certain costs required by projected capital improvements and operations for the Town's utility system, and determined that revisions to base charges and usage charges/rates are necessary to ensure that the revenues generated from utility operations are sufficient to cover the cost of operations, maintenance, capital improvements, and debt service; and

**WHEREAS**, a Water and Wastewater Enterprise Study prepared by Raftelis Financial Consultants Inc. dated December 29, 2025, ("Raftelis Study") is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, all required notices to all utility customers have or will be provided in accordance with applicable law prior to the public hearing and adoption of this Ordinance; and

**WHEREAS**, the adoption of this Ordinance relates to and establishes revenue sources necessary to fund the Town's budget, thus pursuant to Section 166.041(4)(c)3 of the Florida Statutes, the Town is exempt from preparing a Business Impact Estimate for this Ordinance; and

**WHEREAS**, the Town Commission finds that it is in the best interests of the citizens and utility customers of the Town to amend the Code of Ordinances to revise and update the water and sewer base charges and usage charges/rates for customers both within and outside the Town limits as more specifically identified in this Ordinance; and

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

**Section 1. Incorporation of Recitals.**

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

**Section 2. Purpose and Intent.**

The purpose of this Ordinance is to amend relevant provisions of Chapter 54 of the Code of Ordinances of the Town to establish revised water and sewer base charges and usage charges/rates applicable to all customers of the Town's utility systems. These revised base charges and usage charges/rates are designed to ensure the continued provision of high-quality utility services, meet operating and capital expenses, and provide adequate funding for maintenance and system improvements and the base charges and usage charges/rates prescribed by this Ordinance are just, equitable, reasonable, and measured by proper standards which include, but are not limited to, a base rate including but not limited to a Fixed Base Charge per Equivalent Meter Connection (EMCs) and usage charges/rates for residential and non-residential water and sewer customers which are located both inside and outside the municipal limits of the Town, in accordance with the size of the water meter(s) and billing cycle water meter readings and as may otherwise be determined as set forth in this Ordinance and/or relevant provisions of the Town's Code of Ordinances.



### Section 3. Amendment to Chapter 54, Article 54-72(c) - Water Rates.

Section 54-72(c) of the Code of Ordinances of the Town is hereby amended as follows (deleted text shown in ~~strike through~~; new text shown in underline).

#### Sec. 54-72. Water connection fees.

- (a) *Purpose.* It is declared by the town commission of the Town of Dundee that certain additional charges and fees for connection into the town water system are necessary for the expansion and replacement of the system. Therefore, there shall be collected for each new water connection to the water system owned and operated by the Town of Dundee the installation and connection fees that are on file in the town clerk's office.
- (b) *Connection fee rate.* The following water connection fee rate schedule is hereby established:
- (1) *For all residential customers:* The water connection fee rate is set at \$2,408.40 per equivalent residential connection (ERC).
  - (2) *For all residential customers outside the town limits:* For new water connections made outside of the Town of Dundee's corporate boundaries, in addition to the water connection fee set forth above in subparagraph (b)(1), the Town of Dundee may specifically charge and collect any surcharge permitted by general law.
- (c) *Water use fees—Beginning ~~April 1, 2019~~ March 1, 2026 and then again on October 1, 2026, there is hereby established. The following* schedules of base charges and usage charges/rates for water customers on the town's water system as set forth on Schedule(s) 1-R attached hereto as **Composite Exhibit "B"** and hereby incorporated by reference. All customers of the Town's utility system shall be billed for all water utility services as set forth on the applicable Schedule(s) 1-R attached hereto as **Composite Exhibit "B"**. Said Schedule(s) 1-R are hereby adopted and shall remain on file in the office of the Town Clerk. Except for water and wastewater connections fees, commencing on October 1, 2027, all base charges and usage charges/rates, shall automatically increase, without hearing, based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. South Region, not to exceed five (5%) percent per year, unless otherwise modified by the Town Commission by either Resolution and/or Ordinance, or as otherwise determined by the Town Commission. In determining the amount of any rate, charge, or fee authorized by this Ordinance, the resulting amount shall be rounded down to the nearest whole cent (\$0.01). This rounding requirement shall apply to all water rates, base charges, and usage consumption charges/rates for all Town water services. Such rounding ensures that the water rates, charges, and fees adopted by the Town shall not exceed the maximum amounts authorized by the Town Commission. Customers outside town limits receive a twenty-five (25%) percent surcharge on all base charges, and usage charges/rates, allowable pursuant to Section 180.191 of the Florida Statutes.

All base charges and usage charges/rates for Town water services shall be in force and effect until different water base charges and/or usage charges/rates are approved from time to time by the Town Commission by either Resolution and/or Ordinance.

~~is hereby established effective April 1, 2019:~~

~~(1) For all customers within the town limits:~~

~~a. The following monthly base charge schedule is hereby established:~~

Meter Size	Base Charge
------------	-------------

¾ inch	\$17.51
1 inch	43.78
1½ inch	87.55
2 inch	140.08
3 inch	262.65
4 inch	437.75
6 inch	875.50
8 inch	1,400.80

b. ~~The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:~~

~~Block 1 (0—10,000):~~

~~(1) \$0.98 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;~~

~~Block 2 (10,001—20,000):~~

~~(2) \$1.96 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;~~

~~Block 3 (20,001—40,000):~~

~~(3) \$2.94 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;~~

~~Block 4 (above 40,000):~~

~~(4) \$3.46 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.~~

~~(2) For all customers outside the town limits:~~

~~a. The following monthly base charge schedule is hereby established:~~

<del>Meter Size</del>	<del>Base Charge</del>
<del>¾ inch</del>	<del>\$21.88</del>
<del>1 inch</del>	<del>54.72</del>
<del>1½ inch</del>	<del>109.43</del>
<del>2 inch</del>	<del>175.10</del>
<del>3 inch</del>	<del>328.31</del>
<del>4 inch</del>	<del>547.18</del>
<del>6 inch</del>	<del>1,094.37</del>
<del>8 inch</del>	<del>1,751.00</del>

~~b. The following monthly usage charge schedule is hereby established based on the amount of water used during any one billing month:~~

~~Block 1 (0—10,000):~~

~~(1) \$1.22 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during this month;~~

~~Block 2 (10,001—20,000):~~

~~(2) \$2.45 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during that month up to and including 20,000;~~

~~Block 3 (20,001—40,000):~~

~~(3) \$3.67 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during that month up to and including 40,000;~~

~~Block 4 (above 40,000):~~

~~(4) \$4.32 for each 1,000 gallons or portion thereof over 40,000 gallons used in that month.~~

~~Except for water and wastewater connection fees, all base charges and usage charges/rates set forth above shall be automatically increased by 3.5 percent on October 1, 2019 and thereafter on October 1, 2020, October 1, 2021 and October 1, 2022. A schedule of water rates for the referenced time periods is attached hereto as Schedule A. Provided further that a current schedule of base charges and usage charges/rates shall be on file in the office of the town clerk.~~

#### **Section 4. Amendment to Chapter 54, Article 54-129 – Sewer user rates.**

Section 54-129 of the Code of Ordinances of the Town is hereby amended as follows (deleted text shown in ~~striketrough~~; new text shown in underline).

#### **Sec. 54-129. Sewer user rates.**

~~As Schedules of monthly~~ base charges and usage charges/rates for sewer customers on the town's sewer system is hereby established in accordance with ~~F.S. ch. Chapter~~ 180 of the Florida Statutes as set forth on Schedule(s) 1-R attached hereto as Composite Exhibit "C" and hereby incorporated by reference. The base charges and usage charges/rates set forth on said Schedule(s) 1-R shall be effective March 1, 2026, and October 1, 2026, respectively. Said Schedule(s) 1-R are hereby adopted and shall remain on file in the office of the Town Clerk. A schedule of sewer base charges and usage charges/rates as established herein shall be charged to all single-family residential units that are served by a single water meter (i.e., where one water meter serves one residential unit). All master metered multi-family residential, commercial, and industrial customers shall pay a sewer base charge and usage charge/rate based upon the size of the water meter and the amount of water used per billing cycle as established herein. Except for water and wastewater connections fees, commencing on October 1, 2027, all wastewater base charges and usage charges/rates shall automatically increase, without hearing, based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. South

Region, not to exceed five (5%) percent per year, unless otherwise modified by the Town Commission by either Resolution and/or Ordinance, or as otherwise determined by the Town Commission. Residential customers shall be billed on actual metered water use up to a maximum of 10,000 gallons per billing cycle for sewer billing purposes. Commercial and Industrial Customers shall be billed on actual metered water use for sewer billing purposes. In determining the amount of any rate, charge, or fee authorized by this Ordinance, the resulting amount shall be rounded down to the nearest whole cent (\$0.01). This rounding requirement shall apply to all sewer rates, base charges, and usage charges/rates for all Town sewer services. Such rounding ensures that the sewer rates, charges, and fees adopted by the Town shall not exceed the maximum amounts authorized by the Town Commission. Customers outside of Town limits receive a twenty-five (25%) percent surcharge on the sewer base charges and usage charges/rates authorized herein, allowable pursuant to Section 180.191 of the Florida Statutes.

All base charges and usage charges/rates for Town sewer services shall be in force and effect until different sewer base charges and usage charges/rates are approved from time to time by the Town Commission by either Resolution and/or Ordinance.

<del>Description [1]</del>	Rates
<b>Base Charge:</b>	
<del>3/4"</del>	\$48.00
1"	120.00
1.5"	240.00
2"	384.00
3"	720.00
4"	1,200.00
6"	2,400.00
8"	3,840.00
<b>Usage Charges</b>	
<del>Residential:</del>	
<del>0—4,000 gallons</del>	\$0.00
4,001—10,000 gallons	2.50
Above 10,000 gallons	0.00



<b>Non-residential:</b>	
<del>All usage</del>	<del>\$2.50</del>

~~{1} Customers outside town limits receive a 25 percent surcharge on the above rates, allowable pursuant to F.S. § 180.191.~~

~~A schedule of base charges and usage charges/rates as established herein above shall be charged to all single family residential units that are served by a single water meter (i.e., where one water meter serves one residential unit). All master metered multi-family residential, commercial, and industrial customers shall pay a monthly sewer base charge and usage charge/rate based upon the size of the water meter and the amount of water used per month as established herein above.~~

~~All base charges and usage charges/rates set forth above shall be in force and effect until different base charges and/or usage charges/rates are approved from time to time by the town commission by either resolution or ordinance. A current schedule of base charges and usage charges/rates shall be on file in the office of the town clerk.~~

## **Section 5. Annual Adjustment.**

Beginning October 1, 2027, and annually thereafter, the Town Manager, or designee, is authorized to administratively adjust the rates and charges set forth herein, without hearing, based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. South Region, not to exceed five (5%) percent per year, unless otherwise modified by the Town Commission by either Resolution and/or Ordinance.

## **Section 6. Severability.**

If any provision, section, paragraph, sentence, clause, or phrase of this Ordinance is declared invalid or unconstitutional, such decision shall not affect the remaining portions, which shall remain in full force and effect.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 7. Repealing Clause.**

All other provisions of Chapter 54 not repealed, amended and/or revised in this Ordinance shall remain in full force and effect. Provided further that all other miscellaneous rates, fees, and charges including but not limited to water and wastewater connection fees established via the adoption of Town Ordinance No. 22-02, and that Wholesale Wastewater Service Rate established via the adoption of Town Resolution 20-15, stormwater fees, refuse/garbage/solid waste fees, and other municipal services fees are not repealed by this Ordinance and shall remain in full force and effect. Subject to the foregoing, all ordinances and resolutions or parts of ordinances and resolutions in conflict or inconsistent with provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

**Section 8. Codification and Administrative Correction of Scrivener's Errors.**

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

**Section 9.** All notice requirements under Section 180.136 of the Florida Statutes have been complied with prior to adoption of this Ordinance.

**Section 10. Effective Date.**

This Ordinance shall take effect immediately upon adoption after a second and final reading provided however that the rates, fees, and charges established herein shall not take effect until March 1, 2026 and apply to bills in the first full billing cycle commencing March 1, 2026 and then again on October 1, 2026 and apply to bills in the first full billing cycle commencing October 1, 2026, as set forth in the Schedule(s) 1-R attached hereto as **Composite Exhibits “B” and “C”**, it being the intent not to impose pro-rated rates, fees, and charges established herein.

**INTRODUCED ON FIRST READING** this 13th day of January, 2026, by the Town Commission of the Town of Dundee, Florida.

**PASSED AND ADOPTED** on second reading and public hearing this 10th day of February, 2026 by the Town Commission of the Town of Dundee, Florida.

TOWN OF DUNDEE, FLORIDA

\_\_\_\_\_  
Sam Pennant, Mayor

ATTEST:

\_\_\_\_\_  
Erica Anderson, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

**EXHIBIT “A”**  
**Town of Dundee**  
**Raftelis Study**

December 29, 2025

Ms. Tracy Mercer  
Utilities/Special Projects Director  
Town of Dundee  
202 Main Street  
Dundee, FL 33838-1000

**Subject: Water and Wastewater Enterprise Rate Study**

Dear Ms. Mercer:

This letter report provides the results of the Raftelis Financial Consultants, Inc. (“Raftelis”) rate study of the Town of Dundee’s (the “Town”) Water and Wastewater Utility Enterprise (the “Utility” or “Enterprise”) for fiscal years 2025/26 through 2029/30. The Utility is responsible for the supply, treatment and distribution of potable water, and the collection, treatment and disposal of wastewater to properties located within and outside the boundaries of the Town. Furthermore, as a municipal enterprise, and as agreed in Resolution 00-09<sup>1</sup>, adequate revenues must be generated to fully meet the Enterprise’s fiscal requirements. The last user rate, charge, and fee adjustments were effective April 1, 2019, pursuant to Ordinance 19-01, which provided for water rate adjustments on April 1, 2019, October 1, 2020, October 1, 2021, and October 1, 2022, along with a one-time wastewater rate adjustment on April 1, 2019. Commencing in fiscal year 2025/26, several significant events are anticipated that will have a material impact on the Utility’s user rate revenue required to fully address the currently forecasted fiscal requirements. Notably, these events are the Town’s commitment to the Polk County Regional Water Cooperative (PRWC) for water supply and projected capital improvements.

This revenue sufficiency review is focused on identifying the levels of revenue required for each utility service (water and wastewater) to adequately meet its fiscal requirements. Although the individual utility services are combined into one Enterprise, this sufficiency review accounts for the revenues and fiscal requirements of each utility service independently. Each utility service generates revenue through rate structures that have separate user rate, charge, and fee components. It should be noted that this revenue sufficiency review does not address any rate structure modifications but only identifies adjustments to the existing schedule of user rates, charges, and fees.

Certain financial, accounting, budget, customer, and operating data were obtained from the Town, reviewed, and discussed with Town staff to understand the data for the computer water rate model. This data was analyzed to identify historical and current trends, which were then used to formulate conservative projections of customers, operating and maintenance (O&M) expenses, and non-operating transfers. Accounting, financial, operating and customer data were used to populate a dynamic computer rate model, enabling the observation of forecasted results based on alternative rate adjustment scenarios. Certain financial data provided by the Town reflect informed estimates; however, it is believed that more accurate financial data would not materially change the direction or magnitude of this study’s findings. Alternative rate adjustment scenarios were discussed with Town staff to obtain an understanding of community sensitivity and intended direction of the Utility. However, the recommended rate adjustments herein reflect the consultant’s responsibility to address sufficient revenues for the Enterprise.

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<sup>1</sup> Resolution 00-09 Article III Section 3.04 (H)



# Water and Wastewater Enterprise Rate Study

Item 8.

December 29, 2025

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A review of fiscal year 2022/23 customer billing data identified the number of accounts, Equivalent Meter Connections (EMCs), and billed flows for each customer classification both within and outside the Town. The customer data for fiscal year 2023/24 along with the conservative growth allowance are summarized in **Table 1** from **Schedule 1**.

Table 1							
Customers							
	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
<b>Water Inside</b>							
Accounts	2,022	2,096	2,166	2,236	2,306	2,376	2,456
EMCs	2,334	2,408	2,478	2,548	2,618	2,688	2,768
Annual Billed Gallonage <sup>1</sup>	237,772	223,470	229,910	236,340	242,780	249,220	256,570
<b>Water Outside</b>							
Accounts	131	131	131	131	131	131	131
EMCs	147	147	147	147	147	147	147
Annual Billed Gallonage <sup>1</sup>	14,094	14,840	14,840	14,840	14,840	14,840	14,840
<b>Water Total</b>							
Accounts	2,153	2,227	2,297	2,367	2,437	2,507	2,587
EMCs	2,481	2,555	2,625	2,695	2,765	2,835	2,915
Annual Billed Gallonage <sup>1</sup>	251,866	238,310	244,750	251,180	257,620	264,060	271,410
<b>Wastewater Inside</b>							
Accounts	1,021	1,095	1,165	1,235	1,305	1,375	1,455
EMCs	1,149	1,223	1,293	1,363	1,433	1,503	1,583
Annual Billed Gallonage <sup>1</sup>	59,053	61,900	64,600	67,300	69,990	72,690	75,770
<b>Wastewater Outside</b>							
Accounts	1	1	1	1	1	1	1
EMCs	15	15	15	15	15	15	15
Annual Billed Gallonage <sup>1</sup>	1,024	580	580	580	580	580	580
<b>Wastewater Total</b>							
Accounts	1,022	1,096	1,166	1,236	1,306	1,376	1,456
EMCs	1,164	1,238	1,308	1,378	1,448	1,518	1,598
Annual Billed Gallonage <sup>1</sup>	60,077	62,480	65,180	67,880	70,570	73,270	76,350
1. In Thousands							

The Enterprise generates revenue through a rate structure for water and wastewater services consisting of: 1) water and wastewater Monthly Base Charges per EMC based on meter size; 2) four inclining block water Usage Rates per 1,000 gallons of metered water; and 3) a uniform wastewater usage rate per 1,000 gallons of metered water. The existing user rates and charges are provided in **Table 2**. Customers outside the Town are subject to a 25 percent surcharge pursuant to Florida Statute 180.191.

Table 2		
Existing Water and Wastewater Rates and Charges <sup>1</sup>		
	Water	Wastewater
Monthly Base Charge Per EMC	\$20.12	\$48.00
Usage Rate Per 1,000 gal		
Block 1 (0-10,000)	\$1.14	
Block 2 (10,001-20,000)	\$2.27	
Block 3 (20,001-40,000)	\$3.40	
Block 4 (Above 40,000)	\$4.00	
Usage Rate Per 1,000 gal All Usage		\$2.50
1. Outside Town Surcharge of 25 Percent		

December 29, 2025

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A review of the fiscal year 2025/26 budget identified typical water and wastewater O&M expenses along with debt service associated with the Series 2001 and 2011 USDA loans. Projections of fiscal requirements provided for: 1) annual O&M expense inflation and growth indexing of approximately 3.65 percent; 2) Professional Services reduced by amounts anticipated from American Rescue Plan Act (ARPA); 3) the currently projected PRWC charges; and 4) certain non-operating allowances. No cost provisions or additional debt service were included for future capital improvements. The projected fiscal requirements are shown in **Table 3** as summarized from **Schedule 2**.

<b>Table 3</b>					
<b>Budgeted and Projected Fiscal Requirements</b>					
<b>Water</b>	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>	<b>2028/29</b>	<b>2029/30</b>
O&M Expenses	\$1,301,200	\$1,337,800	\$1,375,300	\$1,414,000	\$1,453,700
PRWC Charges	326,600	387,400	2,214,400	2,523,300	2,568,100
Debt Service	163,100	163,100	163,100	163,100	163,100
Non-Operating	46,900	48,000	49,200	50,300	51,500
<b>Subtotal</b>	<b>\$1,837,800</b>	<b>\$1,936,300</b>	<b>\$3,802,000</b>	<b>\$4,150,700</b>	<b>\$4,236,400</b>
<b>Wastewater</b>					
O&M Expenses	\$1,008,700	\$1,036,400	\$1,064,800	\$1,094,000	\$1,124,000
Debt Service	101,200	101,200	101,200	101,200	101,200
Non-Operating	60,000	61,400	62,900	64,400	66,000
<b>Subtotal</b>	<b>\$1,169,900</b>	<b>\$1,199,000</b>	<b>\$1,228,900</b>	<b>\$1,259,600</b>	<b>\$1,291,200</b>
<b>Combined</b>	<b>\$3,007,700</b>	<b>\$3,135,300</b>	<b>\$5,030,900</b>	<b>\$5,410,300</b>	<b>\$5,527,600</b>

With customers and fiscal requirements forecasted, a projection of revenue sufficiency using the existing rates with no rate adjustments or allowable transfers of the ½ cent sales tax and connection fees resulted in an unsustainable financial condition for the Utility, as summarized in **Table 4**.

<b>Table 4</b>					
<b>Revenue Sufficiency with Existing Rates</b>					
	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>	<b>2028/29</b>	<b>2029/30</b>
Service Revenue	\$2,062,100	\$2,141,000	\$2,226,200	\$2,311,600	\$2,396,900
Other Revenue	240,600	205,900	121,200	125,000	128,800
<b>Total Revenue</b>	<b>\$2,302,700</b>	<b>\$2,346,900</b>	<b>\$2,347,400</b>	<b>\$2,436,600</b>	<b>\$2,525,700</b>
O&M Expenses	\$2,309,900	\$2,374,200	\$2,440,100	\$2,508,000	\$2,577,700
PRWC Charges	326,600	387,400	2,214,400	2,523,300	2,568,100
<b>Total O&amp;M Expenses</b>	<b>\$2,636,500</b>	<b>\$2,761,600</b>	<b>\$4,654,500</b>	<b>\$5,031,300</b>	<b>\$5,145,800</b>
<b>Net Revenue</b>	<b>(\$333,800)</b>	<b>(\$414,700)</b>	<b>(\$2,307,100)</b>	<b>(\$2,594,700)</b>	<b>(\$2,620,100)</b>
Debt Service	264,300	264,300	264,300	264,300	264,300
Balance	(\$598,100)	(\$679,000)	(\$2,571,400)	(\$2,859,000)	(\$2,884,400)
Non-Operating	106,900	109,400	112,100	114,700	117,500
<b>Combine Surplus (Deficit)</b>	<b>(\$705,000)</b>	<b>(\$788,400)</b>	<b>(\$2,683,500)</b>	<b>(\$2,973,700)</b>	<b>(\$3,001,900)</b>
<b>Coverage</b>					
Required	1.20	1.20	1.20	1.20	1.20
Achieved	-1.26	-1.57	-8.73	-9.82	-9.91

After reviewing various rate adjustment scenarios and discussions with Town staff, it was determined the Enterprise should use all available resources to reduce the rate adjustments necessary for revenue sufficiency. Currently there are two additional resources consisting of the ½ cent sales tax and connection fees, which can aid in reducing rate adjustments and increasing amounts in the unrestricted Revenue Fund. Pursuant to Resolution 00-09, Pledged Funds means the Net Revenues, the ½ cent

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sales tax and amounts on deposit in the Impact Fee<sup>2</sup> Fund including investment earnings thereon, but only to the extent such amounts are legally available to pay debt service on the Bonds. As defined, Net Revenues consist of Gross Revenues less O&M expenses, whereby Gross Revenues are all moneys derived from rates and do not include the ½ cent sales tax. Bond Resolution provisions do not allow for the ½ cent sales tax to be used to pay O&M expenses. However, continuing transfers of the ½ cent sales tax in amounts equal to annual debt service will materially reduce rate adjustments. Since connection fees cannot be relied upon for ongoing funding, the use of such funds should be reviewed annually and appropriately budgeted for capital needs.

The principal objectives of this revenue sufficiency review are: 1) user rates that annually generate revenues to pay for 100 percent of O&M expenses, which together with the ½ cent sales tax transfer from the Town, exceeds 125 percent of annual debt service requirements; 2) commencing in fiscal year 2025/26, annual operating surpluses sufficient to maintain reasonable reserve balances in the Revenue Fund; and 3) positioning the Enterprise to address rate increases associated with the anticipated significant PRWC charge increase in fiscal year 2027/28 and beyond. As revenue sufficiency is achieved, the Utility will need to address capital improvement funding and develop a plan to reduce PRWC capacity and charges scheduled for fiscal year 2027/28 and beyond.

The initial rate adjustments addressing operating requirements (O&M, debt service, and non-operating) plus fund reserves for fiscal years 2025/26 and 2026/27 are shown in Tables 5 and 6. Due to circumstances beyond this revenue sufficiency study, the earliest adjustments can be achieved is December 2025. Although these adjustments are considerable, they are the result of 1) no rate adjustments since fiscal year 2022/23; 2) O&M expense increases due to inflation; 3) initial PRWC payments; and 4) funding from the Town's General Fund that results in the Enterprise owing approximately \$588,900 creating a deficit in the reserve fund, which needs to be cleared.

Table 5		
Initial Sufficiency Rate Adjustments		
	2025/26	2026/27
Water	25%	22%
Wastewater	20%	4%

Table 6			
User Rates and Charges <sup>1</sup>			
	2024/25	2025/26 <sup>2</sup>	2026/27
<b>Water</b>			
Monthly Base Charge Per EMC	\$20.12	\$25.15	\$30.68
Usage Rate Per 1,000 gal			
Block 1 (0-10,000)	\$1.14	\$1.42	\$1.73
Block 2 (10,001-20,000)	\$2.27	\$2.83	\$3.45
Block 3 (20,001-40,000)	\$3.40	\$4.25	\$5.18
Block 4 (Above 40,000)	\$4.00	\$5.00	\$6.10
<b>Wastewater</b>			
Monthly Base Charge Per EMC	\$48.00	\$57.60	\$59.90
Usage Rate Per 1,000 gal	\$2.50	\$3.00	\$3.12

1. Outside Town Surcharge of 25 Percent. 2. Effective 03/01/2026.

<sup>2</sup> Now referred to as Connection Fees pursuant to Florida Statutes and Town of Dundee Code of Ordinances Sec. 54-8.

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The results of these initial rate adjustments are shown in **Table 7**, as summarized from Schedule 4. Note that these adjustments do not consider future funding needs for capital improvements.

Table 7		
Water and Wastewater Operating Proforma		
	2025/26	2026/27
Total Revenue	\$2,509,600	\$3,141,200
Total O&M Expenses	2,636,500	2,761,600
Net Revenue	(\$126,900)	\$379,600
Connection Fees	314,800	0
1/2 Cent Sales Tax	264,300	264,300
Total Pledged Funds	\$452,200	\$643,900
Debt Service	264,300	264,300
Balance	\$187,900	\$379,600
Non-Operating	106,900	109,400
Surplus (Deficit)	\$81,000	\$270,200
Debt Service Coverage		
Required	1.20	1.20
Achieved	1.71	2.44

As previously stated, commencing in fiscal year 2027/28, the contractual PRWC charges are forecasted to materially increase, from \$387,400 in fiscal year 2026/27 to \$2,214,400, \$2,523,300, and \$2,568,100 for fiscal years 2027/28, 2028/29 and 2029/30, respectively. These PRWC charge increases will require water rate adjustments currently projected at 108 percent on or before October 1, 2028, followed by 5.0 percent for fiscal year 2028/29, as summarized in **Table 8**. The projected water and wastewater rates through fiscal year 2029/30 are summarized in **Table 9** from **Schedule 3** containing inside and outside Town rates. Note: rates beyond fiscal year 2026/27 are italicized and for information purposes only providing a preview of the impact of future PRWC charges.

Table 8					
Projected Sufficiency Rate Adjustments					
	2025/26	2026/27	2027/28	2028/29	2029/30
Water	25%	22%	108%	5%	0%
Wastewater	12%	2%	0%	0%	0%

Table 9						
Projected User Rates and Charges <sup>1</sup>						
Water	2024/25	2025/26 <sup>2</sup>	2026/27	2027/28	2028/29	2029/30
Monthly Base Charge Per EMC	\$20.12	\$25.15	\$30.68	<i>\$63.81</i>	<i>\$67.00</i>	<i>\$67.00</i>
Usage Rate Per 1,000 gal						
Block 1 (0-10,000)	\$1.14	\$1.42	\$1.73	<i>\$3.59</i>	<i>\$3.76</i>	<i>\$3.76</i>
Block 2 (10,001-20,000)	\$2.27	\$2.83	\$3.45	<i>\$7.17</i>	<i>\$7.52</i>	<i>\$7.52</i>
Block 3 (20,001-40,000)	\$3.40	\$4.25	\$5.18	<i>\$10.77</i>	<i>\$11.30</i>	<i>\$11.30</i>
Block 4 (Above 40,000)	\$4.00	\$5.00	\$6.10	<i>\$12.68</i>	<i>\$13.31</i>	<i>\$13.31</i>
Wastewater						
Monthly Base Charge Per EMC	\$48.00	\$57.60	\$59.90	<i>\$59.90</i>	<i>\$59.90</i>	<i>\$59.90</i>
Usage Rate Per 1,000 gal	\$2.50	\$3.00	\$3.12	<i>\$3.12</i>	<i>\$3.12</i>	<i>\$3.12</i>

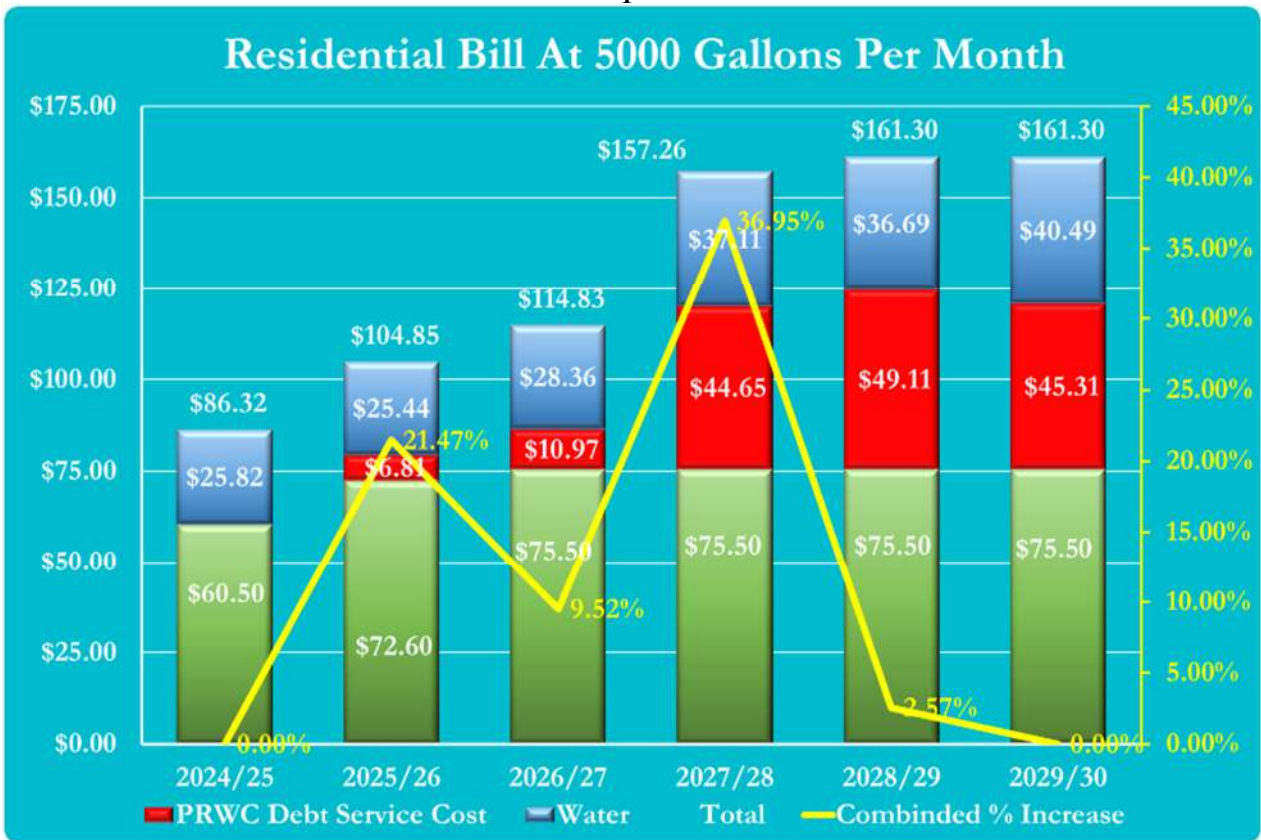
1. Outside Town Surcharge of 25 Percent. Effective 03/01/26.

The effect of these projected adjustments on a monthly residential single family 5,000 gallon water and wastewater bill is illustrated in **Graph 1**. Also illustrated in **Graph 1**, (in red) are the projected

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amounts recovered in the monthly water Base Charge per EMC associated with the fixed portion of the PRWC charges.

Graph 1



Financial forecasts based on the projected water and wastewater rate adjustments are summarized in **Table 10** from **Schedule 4** and as illustrated in **Graph 2**, achieve the primary objectives of bringing the Enterprise into full financial compliance and accumulating positive balances in the unrestricted reserve fund. It should be understood that rate adjustments and financial projections beyond fiscal year 2026/27 are italicized and for information purposes only, as the primary driver with rate adjustments in fiscal year 2027/28 will be the level of PRWC charges, which are currently only a projection. With the major increases approximately two years away, the Town should immediately investigate, where possible, ways to decrease the PRWC charges.

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# Water and Wastewater Enterprise Rate Study

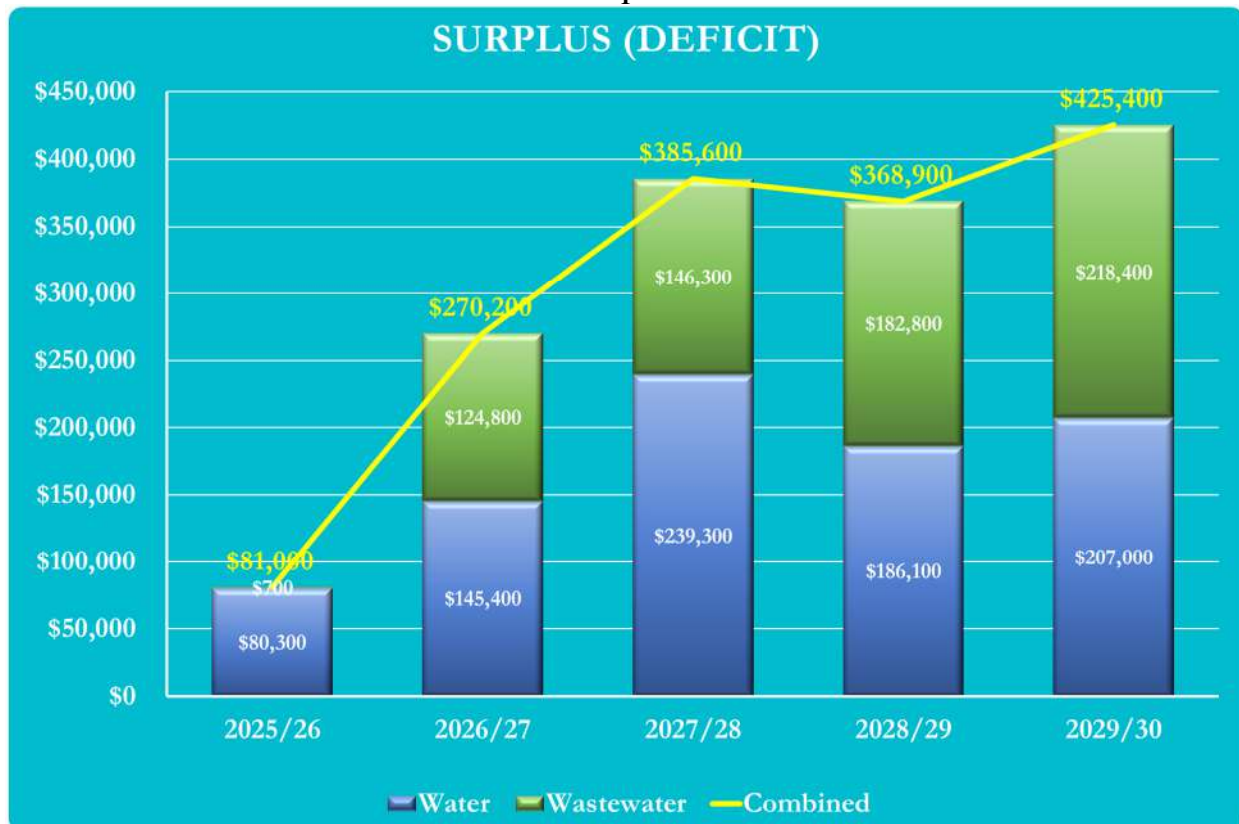
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	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>	<b>2028/29</b>	<b>2029/30</b>
Total Revenue	\$2,509,600	\$3,141,200	\$5,152,200	\$5,514,900	\$5,688,700
O&M Expenses	2,309,900	2,374,200	2,440,100	2,508,000	2,577,700
PRWC Charges	\$326,600	\$387,400	\$2,214,400	\$2,523,300	\$2,568,100
Total O&M Expenses	2,636,500	2,761,600	4,654,500	5,031,300	5,145,800
Net Revenue	(126,900)	379,600	497,700	483,600	542,900
Connection Fees	\$314,800	\$0	\$0	\$0	\$0
1/2 Cent Sales Tax	264,300	264,300	264,300	264,300	264,300
Total Pledged Funds	\$452,200	\$643,900	\$762,000	\$747,900	\$807,200
Debt Service	264,300	264,300	264,300	264,300	264,300
Balance	\$187,900	\$379,600	\$497,700	\$483,600	\$542,900
Non-Operating	106,900	109,400	112,100	114,700	117,500
Combined Surplus (Deficit)	\$81,000	\$270,200	\$385,600	\$368,900	\$425,400
Debt Service Coverage					
Required	1.20	1.20	1.20	1.20	1.20
Achieved	1.71	2.44	2.88	2.83	3.05

**Graph 2**



The rate adjustments identified in Table 8 result in annual operating surpluses that, as shown in **Table 11**, are intended to progressively increase unrestricted reserve fund balances. Please note that the beginning balance shown in Table 11 is assumed to \$0.00 due to an understanding that the Town's General Fund has advanced the Enterprise an amount greater than \$588,000. Additionally, the Enterprise needs to address significant capital improvement funding for which the approach, details

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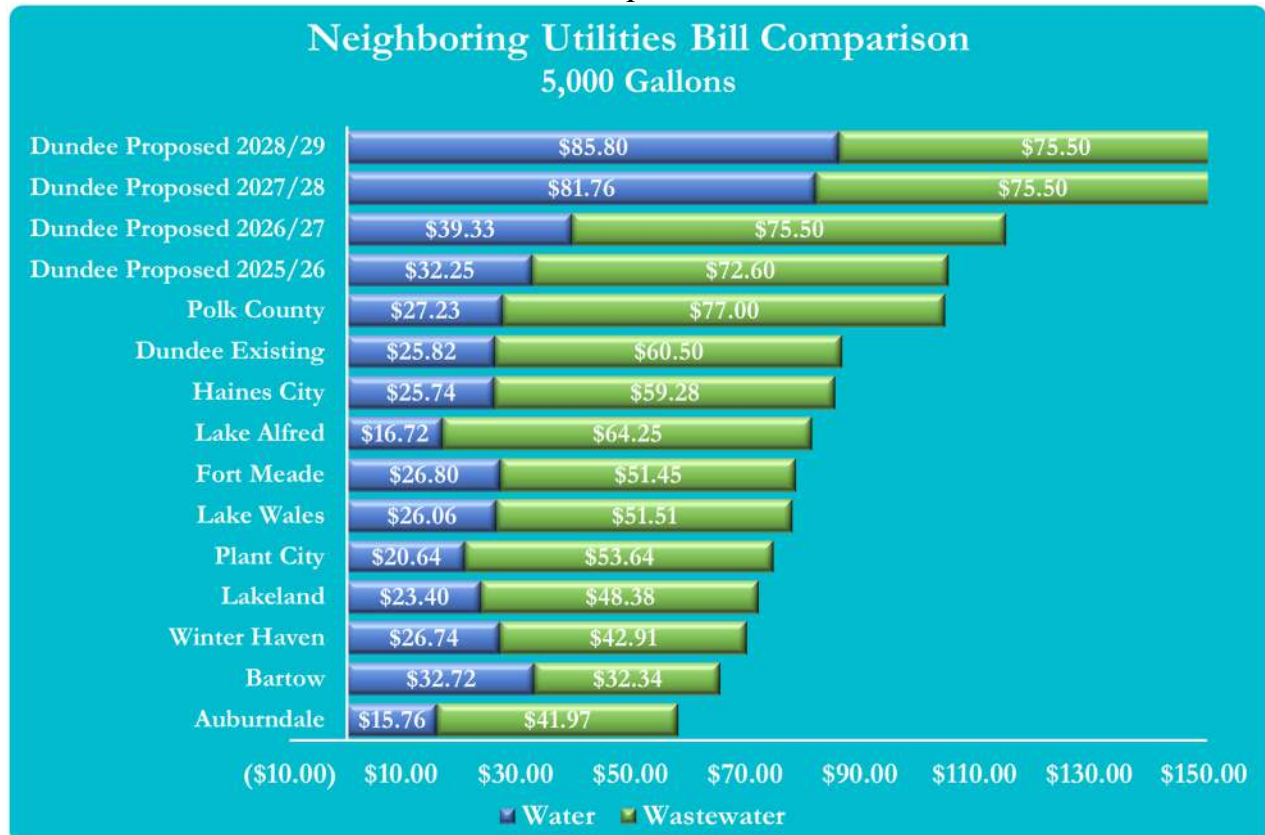
and funding mechanisms have yet to be identified. The reserve fund balance can be used for capital improvements or other authorized needs.

Table 11					
Projected Unrestricted Operating Reserve Fund					
	2025/26	2026/27	2027/28	2028/29	2029/30
Beginning Balance	\$0	(\$188,700)	\$81,500	\$467,100	\$836,000
Operating Surplus	81,000	270,200	385,600	368,900	425,400
Ending Balance	\$81,000	\$81,500	\$467,100	\$836,000	\$1,261,400

A common activity used by policymakers, administrators, management, and customers during a revenue sufficiency review is a comparison of the subject utility's bills to those of other nearby communities/utilities. Cost recovery through user rates is a complicated function that uses common or similar names for rate, charge, and fee components. The derivation, cost allocations, and formulation of determinants for each rate, charge, or fee can and generally do vary significantly.

Neighboring utilities were contacted to obtain current water rates, and charges. Comparative results for a typical single family water and wastewater customer using 5,000 gallons per month are shown in **Graph 3**. The amounts shown represent monthly billings before any franchise, service or other applicable fees not directly related to the cost of combined water and wastewater service. It should be noted that the bills shown for neighboring utilities are based on rates in effect as of October 1, 2025. It is likely that neighboring utilities involved with PRWC will be or are in the process of adjusting rates.

Graph 3



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Pursuant to the findings of this rate study, the Enterprise exhibits a current level of financial deficiency that needs immediate and continued attention. The review concluded that the existing user rates and charges do not generate revenues, which along with other revenues from the ½ cent sales tax, connection fees, and miscellaneous charges, are insufficient to pay for O&M expenses including the forecasted PRWC charges, clear the funds advanced by the Town's General Fund, and to continue to increase reserves. It is therefore recommended that the Town proceed to:

1. Adopt the following water and wastewater rate adjustments for fiscal years 2025/26 and 2026/27 with effective dates of the first full billing cycle after February 28, 2026, and September 30, 2026.

	2025/26	2026/27
Water	25%	22%
Wastewater	20%	4%

2. Adopt a requirement that in determining rate, charge, and fee amounts pursuant to percentage adjustments, such resulting amounts be rounded down to the nearest cent. This ensures that future rates, charges, and fees will not exceed the amounts authorized by the Town.
3. Notify customers of the potential rate increase pursuant to Florida Statute 180.136<sup>3</sup>.
4. Develop a water and wastewater Enterprise financial policy addressing: (a) the unrestricted reserve fund; (b) transfers of the ½ cent sales tax; and (c) establishment of a Renewal and Replacement (R&R) Fund.

Furthermore, the Town should:

1. Review Utility operating alternatives focused on eliminating or materially reducing PRWC charges.
2. Commence a public outreach program to inform Utility customers of potential rate adjustments anticipated in fiscal year 2027/28.
3. Prepare a plan prioritizing capital improvements and funding sources, which may include further rate adjustments.
4. Ensure that all service connections are appropriately billed and that no connection receives free services.
5. Consider accounting for the water and wastewater enterprise separately from other Town activities.
6. Periodically review customer bill procedures to ensure accurate bills and no free services.

<sup>3</sup> **180.136 Water or sewer utilities; notice.**—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility's billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

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The expenses, costs, and criteria associated with ratemaking are representative of averages that are developed primarily from historical data or projections based on opinions and assumptions. Significant amounts of historical review and analysis, together with the development of assumptions based on prudent financial and rate-making relationships, were utilized in the development of customers projections, operating activities, expenses, costs, and adjusted user rates, and charges. **Some of the assumptions will inevitably change or fail to materialize, and unanticipated events may occur which could significantly change the results presented herein.**

We extend our gratitude to the Town for the opportunity to be of service in this important matter and thank you and Town staff members for their assistance with this project.

Very truly yours,

**Raftelis Financial Consultants, Inc.**



Joe Williams

Vice President



Marco H. Rocca

Principal Consultant

# Schedule 1 Existing and Projected Water Customers

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	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
<b>Residential Inside</b>						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	2,051	2,121	2,191	2,271	2,351	2,431
Average Monthly Equivalencies	2,253	2,323	2,393	2,473	2,553	2,633
Annual Metered Gallons (000s)	192,230	198,200	204,180	211,000	217,830	224,650
Average Metered per Equivalency	7.1	7.1	7.1	7.1	7.1	7.1
<b>Residential Outside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	125	125	125	125	125	125
Average Monthly Equivalencies	141	141	141	141	141	141
Annual Metered Gallons (000s)	13,370	13,370	13,370	13,370	13,370	13,370
Average Metered per Equivalency	7.9	7.9	7.9	7.9	7.9	7.9
<b>Commercial Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	158	158	158	158	158	158
Average Monthly Equivalencies	258	258	258	258	258	258
Annual Metered Gallons (000s)	26,940	26,940	26,940	26,940	26,940	26,940
Average Metered per Equivalency	8.7	8.7	8.7	8.7	8.7	8.7
<b>Commercial Outside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	4	4	4	4	4	4
Average Monthly Equivalencies	4	4	4	4	4	4
Annual Metered Gallons (000s)	380	380	380	380	380	380
Average Metered per Equivalency	7.8	7.8	7.8	7.8	7.8	7.8
<b>Public Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	6	6	6	6	6	6
Average Monthly Equivalencies	6	6	6	6	6	6
Annual Metered Gallons (000s)	170	170	170	170	170	170
Average Metered per Equivalency	2.4	2.4	2.4	2.4	2.4	2.4
<b>Public Outside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	2	2	2	2	2	2
Average Monthly Equivalencies	2	2	2	2	2	2
Annual Metered Gallons (000s)	50	50	50	50	50	50
Average Metered per Equivalency	2.2	2.2	2.2	2.2	2.2	2.2
<b>Irrigation Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	5	5	5	5	5	5
Average Monthly Equivalencies	5	5	5	5	5	5
Annual Metered Gallons (000s)	170	170	170	170	170	170
Average Metered per Equivalency	2.9	2.9	2.9	2.9	2.9	2.9
<b>Dundee Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	30	30	30	30	30	30
Average Monthly Equivalencies	40	40	40	40	40	40
Annual Metered Gallons (000s)	3,470	3,470	3,470	3,470	3,470	3,470



# Schedule 1 Existing and Projected Water Customers

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Average Metered per Equivalency	7.2	7.2	7.2	7.2	7.2	7.2
	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>	<b>2028/29</b>	<b>2029/30</b>
<b>Hydrant Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	3	3	3	3	3	3
Average Monthly Equivalencies	3	3	3	3	3	3
Annual Metered Gallons (000s)	0	0	0	0	0	0
Average Metered per Equivalency	12.6	12.6	12.6	12.6	12.6	12.6
<b>Subtotal Inside</b>						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	2,253	2,323	2,393	2,473	2,553	2,633
Average Monthly Equivalencies	2,565	2,635	2,705	2,785	2,865	2,945
Annual Metered Gallons (000s)	222,980	228,950	234,930	241,750	248,580	255,400
Average Metered per Equivalency	7.2	7.2	7.2	7.2	7.2	7.2
<b>Subtotal Outside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	131	131	131	131	131	131
Average Monthly Equivalencies	147	147	147	147	147	147
Annual Metered Gallons (000s)	13,800	13,800	13,800	13,800	13,800	13,800
Average Metered per Equivalency	7.8	7.8	7.8	7.8	7.8	7.8
<b>Total Water System</b>						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	2,384	2,454	2,524	2,604	2,684	2,764
Average Monthly Equivalencies	2,712	2,782	2,852	2,932	3,012	3,092
Annual Metered Gallons (000s)	236,780	242,750	248,730	255,550	262,380	269,200
Average Metered per Equivalency	7.3	7.3	7.3	7.3	7.3	7.3
<b>Annual Consumption by Usage Block</b>						
<b>Block 1</b>						
Residential Inside	121,080	124,840	128,610	132,910	137,210	141,510
Residential Outside	8,170	8,170	8,170	8,170	8,170	8,170
Commercial Inside	9,990	9,990	9,990	9,990	9,990	9,990
Commercial Outside	350	350	350	350	350	350
Public Inside	170	170	170	170	170	170
Public Outside	40	40	40	40	40	40
Irrigation Inside	170	170	170	170	170	170
Dundee Inside	2,060	2,060	2,060	2,060	2,060	2,060
Hydrant Inside	0	0	0	0	0	0
Total Block 1	142,030	145,790	149,560	153,860	158,160	162,460
<b>Block 2</b>						
Residential Inside	38,170	39,360	40,550	41,900	43,260	44,610
Residential Outside	2,130	2,130	2,130	2,130	2,130	2,130
Commercial Inside	3,170	3,170	3,170	3,170	3,170	3,170
Commercial Outside	30	30	30	30	30	30
Public Inside	0	0	0	0	0	0
Public Outside	10	10	10	10	10	10
Irrigation Inside	0	0	0	0	0	0
Dundee Inside	640	640	640	640	640	640
Hydrant Inside	0	0	0	0	0	0
Total Block 2	44,150	45,340	46,530	47,880	49,240	50,590

## Schedule 1 Existing and Projected Water Customers

	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
<b>Block 3</b>						
Residential Inside	20,020	20,640	21,260	21,970	22,680	23,390
Residential Outside	1,620	1,620	1,620	1,620	1,620	1,620
Commercial Inside	2,660	2,660	2,660	2,660	2,660	2,660
Commercial Outside	0	0	0	0	0	0
Public Inside	0	0	0	0	0	0
Public Outside	0	0	0	0	0	0
Irrigation Inside	0	0	0	0	0	0
Dundee Inside	470	470	470	470	470	470
Hydrant Inside	0	0	0	0	0	0
Total Block 3	24,770	25,390	26,010	26,720	27,430	28,140
<b>Block 4</b>						
Residential Inside	12,960	13,360	13,760	14,220	14,680	15,140
Residential Outside	1,450	1,450	1,450	1,450	1,450	1,450
Commercial Inside	11,120	11,120	11,120	11,120	11,120	11,120
Commercial Outside	0	0	0	0	0	0
Public Inside	0	0	0	0	0	0
Public Outside	0	0	0	0	0	0
Irrigation Inside	0	0	0	0	0	0
Dundee Inside	300	300	300	300	300	300
Hydrant Inside	0	0	0	0	0	0
Total Block 4	25,830	26,230	26,630	27,090	27,550	28,010
<b>Total Consumption by Class</b>						
Residential Inside	192,230	198,200	204,180	211,000	217,830	224,650
Residential Outside	13,370	13,370	13,370	13,370	13,370	13,370
Commercial Inside	26,940	26,940	26,940	26,940	26,940	26,940
Commercial Outside	380	380	380	380	380	380
Public Inside	170	170	170	170	170	170
Public Outside	50	50	50	50	50	50
Irrigation Inside	170	170	170	170	170	170
Dundee Inside	3,470	3,470	3,470	3,470	3,470	3,470
Hydrant Inside	0	0	0	0	0	0
Total Consumption	236,780	242,750	248,730	255,550	262,380	269,200

# Schedule 1 Existing and Projected Wastewater Customers

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	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
<b>Residential Inside</b>						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	1,022	1,092	1,162	1,242	1,322	1,402
Average Monthly Equivalencies	1,098	1,168	1,238	1,318	1,398	1,478
Annual Metered Gallons (000s)	42,280	44,980	47,680	50,760	53,840	56,920
Average Metered per Equivalency	3.2	3.2	3.2	3.2	3.2	3.2
<b>Residential Outside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	1	1	1	1	1	1
Average Monthly Equivalencies	15	15	15	15	15	15
Annual Metered Gallons (000s)	580	580	580	580	580	580
Average Metered per Equivalency	3.2	3.2	3.2	3.2	3.2	3.2
<b>Commercial Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	57	57	57	57	57	57
Average Monthly Equivalencies	109	109	109	109	109	109
Annual Metered Gallons (000s)	17,610	17,610	17,610	17,610	17,610	17,610
Average Metered per Equivalency	13.5	13.5	13.5	13.5	13.5	13.5
<b>Public Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	1	1	1	1	1	1
Average Monthly Equivalencies	1	1	1	1	1	1
Annual Metered Gallons (000s)	30	30	30	30	30	30
Average Metered per Equivalency	2.8	2.8	2.8	2.8	2.8	2.8
<b>Dundee Inside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	15	15	15	15	15	15
Average Monthly Equivalencies	15	15	15	15	15	15
Annual Metered Gallons (000s)	1,980	1,980	1,980	1,980	1,980	1,980
Average Metered per Equivalency	11.0	11.0	11.0	11.0	11.0	11.0
<b>Subtotal Inside</b>						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	1,095	1,165	1,235	1,315	1,395	1,475
Average Monthly Equivalencies	1,223	1,293	1,363	1,443	1,523	1,603
Annual Metered Gallons (000s)	61,900	64,600	67,300	70,380	73,460	76,540
Average Metered per Equivalency	4.2	4.2	4.1	4.1	4.0	4.0
<b>Subtotal Outside</b>						
Customer Growth	0	0	0	0	0	0
Equivalency Growth	0	0	0	0	0	0
Average Monthly Customers	1	1	1	1	1	1
Average Monthly Equivalencies	15	15	15	15	15	15
Annual Metered Gallons (000s)	580	580	580	580	580	580
Average Metered per Equivalency	3.2	3.2	3.2	3.2	3.2	3.2

# Schedule 1 Existing and Projected Wastewater Customers

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	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
<b>Total Wastewater System</b>						
Customer Growth	74	70	70	80	80	80
Equivalency Growth	74	70	70	80	80	80
Average Monthly Customers	1,096	1,166	1,236	1,316	1,396	1,476
Average Monthly Equivalencies	1,238	1,308	1,378	1,458	1,538	1,618
Annual Metered Gallons (000s)	62,480	65,180	67,880	70,960	74,040	77,120
Average Metered per Equivalency	4.2	4.2	4.1	4.1	4.0	4.0
<b>Annual Consumption by Usage Block</b>						
<b>Block 1</b>						
Residential Inside	42,280	44,980	47,680	50,760	53,840	56,920
Residential Outside	580	580	580	580	580	580
Commercial Inside	17,610	17,610	17,610	17,610	17,610	17,610
Public Inside	30	30	30	30	30	30
Dundee Inside	1,980	1,980	1,980	1,980	1,980	1,980
<b>Total Block 1</b>	<b>62,480</b>	<b>65,180</b>	<b>67,880</b>	<b>70,960</b>	<b>74,040</b>	<b>77,120</b>
<b>Total Consumption by Class</b>						
Residential Inside	42,280	44,980	47,680	50,760	53,840	56,920
Residential Outside	580	580	580	580	580	580
Commercial Inside	17,610	17,610	17,610	17,610	17,610	17,610
Public Inside	30	30	30	30	30	30
Dundee Inside	0	1,980	1,980	1,980	1,980	1,980
<b>Total Consumption</b>	<b>60,500</b>	<b>65,180</b>	<b>67,880</b>	<b>70,960</b>	<b>74,040</b>	<b>77,120</b>

# Schedule 2 Existing and Projected Water O&M Expenses

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	2025/26	2026/27	2027/28	2028/29	2029/30
Salaries & Wages	\$384,400	\$395,900	\$407,800	\$420,100	\$432,700
Other Salaries and Wages	17,200	17,700	18,200	18,800	19,400
Overtime	70,000	72,100	74,300	76,500	78,800
Payroll Taxes	36,700	37,800	38,900	40,100	41,300
Retirement Contributions	6,500	6,700	6,900	7,100	7,400
Life & Health Insurance	133,100	138,400	143,900	149,700	155,700
Worker's Comp	10,500	10,800	11,100	11,500	11,800
Additional Personnel	0	0	0	0	0
Professional Services O&M	25,000	25,600	26,200	26,800	27,500
Professional Services CIP	100,000	0	0	0	0
Engineering	90,000	92,200	94,400	96,600	99,000
Sampling	15,300	15,700	16,000	16,400	16,800
Contract Labor	0	0	0	0	0
Travel & Training	3,000	3,100	3,100	3,200	3,300
Comm Svcs-Phones Land Lines	0	0	0	0	0
Comm Svcs-Cell Phones	200	200	200	200	200
Comm Svcs-Email	0	0	0	0	0
Comm Svcs-Alarm Monitoring	3,000	3,100	3,100	3,200	3,300
Website	300	300	300	300	300
Software	20,000	20,500	21,000	21,500	22,000
Annual Maintenance	0	0	0	0	0
IT Services	10,200	10,400	10,700	11,000	11,200
Postage	10,000	10,200	10,500	10,700	11,000
Utility Services	110,000	112,600	115,300	118,100	120,900
PRWC Expenditures	326,600	387,400	2,214,400	2,523,300	2,568,100
Rent/Lease/Mortgage	13,000	13,300	13,600	14,000	14,300
Property & Liability Insurance	30,000	30,700	31,500	32,200	33,000
Repairs & Maintenance	110,000	112,600	115,300	118,100	120,900
Repairs & Maint-Water Pumps	12,000	12,300	12,600	12,900	13,200
Repairs & Maint-Vehicles	12,000	12,300	12,600	12,900	13,200
Vehicle Chargeback(4)	0	0	0	0	0
Copies & Printing	2,500	2,600	2,600	2,700	2,700
Other Current Charges	6,000	6,100	6,300	6,400	6,600
Office Supplies	2,000	2,000	2,100	2,100	2,200
Operating Supplies	70,000	71,700	73,400	75,200	77,000
Operating Supplies- Chemicals	55,000	56,300	57,700	59,100	60,500
Operating Supplies- Uniforms	4800	4900	5000	5200	5300
Transportation	30,000	30,700	31,500	32,200	33,000
Dues & Subscriptions	8,500	8,700	8,900	9,100	9,300
Machinery & Equipment	46,900	48,000	49,200	50,300	51,500
American Care Act	2,000,000	0	0	0	0
Improvement other than Building	35,000	35,800	36,700	37,600	38,500
Water Meters	100,000	102,400	104,900	107,400	110,000
Contingency	0	0	0	0	0
Technology Acquisitions	0	0	0	0	0
Interfund Transfers	0	0	0	0	0
Total	\$3,909,700	\$1,911,400	\$3,780,400	\$4,132,600	\$4,221,800
Less					
Other/Miscellaneous	\$2,000,000	\$0	\$0	\$0	\$0
Contributions to Other Funds	0	0	0	0	0
Capital From Rate	46,900	48,000	49,200	50,300	51,500
Capital from Reserves	235,000	138,240	141,558	144,955	148,434
Total O&M	\$2,281,900	\$186,240	\$190,758	\$195,255	\$199,934
	\$1,627,800	\$1,725,160	\$3,589,642	\$3,937,345	\$4,021,866



# Schedule 2 Existing and Projected Wastewater O&M Expenses

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	2025/26	2026/27	2027/28	2028/29	2029/30
Salaries & Wages	\$374,200	\$385,400	\$397,000	\$408,900	\$421,200
Overtime	14,000	14,400	14,900	15,300	15,800
Payroll Taxes	16,000	16,500	17,000	17,500	18,000
Retirement Contributions	30,900	31,900	32,800	33,800	34,800
Life & Health Insurance	4,200	4,300	4,500	4,600	4,700
Worker's Comp	48,400	50,300	52,300	54,400	56,600
Additional Personnel	3,500	3,600	3,700	3,800	3,900
Professional Services	0	0	0	0	0
Engineering	20,000	20,500	21,000	21,500	22,000
Sampling	50,000	0	0	0	0
Contract Labor	15,000	15,400	15,700	16,100	16,500
Sludge Removal	22,000	22,500	23,100	23,600	24,200
Travel & Training	0	0	0	0	0
Comm Svcs-Phones Land Lines	125,000	128,000	131,100	134,200	137,400
Comm Svcs-Cell Phones	1,100	1,100	1,200	1,200	1,200
Comm Svcs-Email	0	0	0	0	0
Comm Svcs -Alarm Monitoring	0	0	0	0	0
Software	0	0	0	0	0
Website	3,100	3,200	3,300	3,300	3,400
IT Services	0	0	0	0	0
Postage	0	0	0	0	0
Utilities	10,000	10,200	10,500	10,700	11,000
Rent/Lease/Mortgage	10,200	10,400	10,700	11,000	11,200
Property & Liability Insurance	12,000	12,300	12,600	12,900	13,200
Repairs & Maintenance	90,000	92,200	94,400	96,600	99,000
Repairs & Maint-Vehicles	100	100	100	100	100
Vehicle Chargeback(1)	17,000	17,400	17,800	18,300	18,700
Copies & Printing	100,000	102,400	104,900	107,400	110,000
Other Current Charges	9,000	9,200	9,400	9,700	9,900
Office Supplies	60,000	61,400	62,900	64,400	66,000
Operating Supplies	0	0	0	0	0
Operating Supplies- Chemicals	400	400	400	400	400
Operating Supplies- Uniforms	1,000	1,000	1,000	1,100	1,100
Gas & Oil	500	500	500	500	500
Transportation	26,000	26,600	27,300	27,900	28,600
Dues & Subscriptions	28,100	28,800	29,500	30,200	30,900
Improvements Other Than Bldg	2,000	2,000	2,100	2,100	2,200
American Care Act	0	0	0	0	0
Machinery & Equipment	20,000	20,500	21,000	21,500	22,000
Capital Lease	5,000	5,100	5,200	5,400	5,500
Tuition Assistance	134,700	137,900	141,200	144,600	148,100
Contingency	279,500	286,200	293,100	300,100	307,300
Technology Acquisitions	0	0	0	0	0
Interfund Transfers	0	0	0	0	0
Total	\$1,532,900	\$1,521,700	\$1,562,200	\$1,603,100	\$1,645,400
Less					
O&M Expenses	\$1,008,700	\$1,036,400	\$1,064,800	\$1,094,000	\$1,124,000
Other/Miscellaneous	279,500	286,200	293,100	300,100	307,300
Contributions to Other Funds	0	0	0	0	0
Capital From Rate	60,000	61,400	62,900	64,400	66,000
Capital from Reserves	184,700	137,900	141,200	144,600	148,100
Total	\$1,532,900	\$1,521,900	\$1,562,000	\$1,603,100	\$1,645,400

# Schedule 3 Existing and Projected User Rates and Charges

Item 8.

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	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
<b>WATER</b>						
Inside Town						
PRWC Fixed Charge Per EMC	\$0.00	\$6.81	\$10.97	\$44.65	\$49.11	\$45.31
Monthly Base Charge Per EMC	20.12	18.34	19.71	19.16	17.89	21.69
<b>Combined Per EMC</b>	<b>\$20.12</b>	<b>\$25.15</b>	<b>\$30.68</b>	<b>\$63.81</b>	<b>\$67.00</b>	<b>\$67.00</b>
Usage Rate Per 1,000 gal						
Block 1 (0-10,000)	\$1.14	\$1.42	\$1.73	\$3.59	\$3.76	\$3.76
Block 2 (10,001-20,000)	\$2.27	\$2.83	\$3.45	\$7.17	\$7.52	\$7.52
Block 3 (20,001-40,000)	\$3.40	\$4.25	\$5.18	\$10.77	\$11.30	\$11.30
Block 4 (Above 40,000)	\$4.00	\$5.00	\$6.10	\$12.68	\$13.31	\$13.31
Outside Town						
PRWC Fixed Charge Per EMC	\$0.00	\$8.52	\$13.72	\$55.82	\$61.39	\$56.64
Monthly Base Charge Per EMC	25.15	22.91	24.62	23.92	22.34	27.08
<b>Combined Per EMC</b>	<b>\$25.15</b>	<b>\$31.43</b>	<b>\$38.34</b>	<b>\$79.74</b>	<b>\$83.73</b>	<b>\$83.72</b>
Usage Rate Per 1,000 gal						
Block 1 (0-10,000)	\$1.42	\$1.77	\$2.15	\$4.47	\$4.69	\$4.69
Block 2 (10,001-20,000)	\$2.83	\$3.53	\$4.30	\$8.94	\$9.38	\$9.38
Block 3 (20,001-40,000)	\$4.25	\$5.31	\$6.47	\$13.45	\$14.12	\$14.12
Block 4 (Above 40,000)	\$5.00	\$6.25	\$7.62	\$15.84	\$16.63	\$16.63
<b>WASTEWATER</b>						
Inside Town						
Monthly Base Charge Per EMC	\$48.00	\$57.60	\$59.90	\$59.90	\$59.90	\$59.90
Usage Rate Per 1,000 gal	\$2.50	\$3.00	\$3.12	\$3.12	\$3.12	\$3.12
Outside Town						
Monthly Base Charge Per EMC	\$60.00	\$72.00	\$74.88	\$74.88	\$74.88	\$74.88
Usage Rate Per 1,000 gal	\$3.12	\$3.74	\$3.88	\$3.88	\$3.88	\$3.88

## Equivalent Meter Connection Criteria

Meter Size	EMC
3/4"	1.00
1"	2.50
1.5"	5.00
2"	8.00
3"	15.00
4"	25.00
6"	50.00
8"	80.00

# Schedule 4 Existing and Projected Water and Wastewater Operating Proforma

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<b>Water</b>	<b>2025/26</b>	<b>2026/27</b>	<b>2027/28</b>	<b>2028/29</b>	<b>2029/30</b>
Service Revenue	\$1,281,800	\$1,789,800	\$3,820,300	\$4,114,000	\$4,218,800
Other Revenue	158,400	128,800	57,900	59,700	61,500
Total Revenue	\$1,440,200	\$1,918,600	\$3,878,200	\$4,173,700	\$4,280,300
O&M Expenses	1301200	1337800	1375300	1414000	1453700
PRWC Charges	326,600	387,400	2,214,400	2,523,300	2,568,100
Total O&M Expenses	\$1,627,800	\$1,725,200	\$3,589,700	\$3,937,300	\$4,021,800
Net Revenue	(\$187,600)	\$193,400	\$288,500	\$236,400	\$258,500
Connection Fees	314,800	0	0	0	0
1/2 Cent Sales Tax	163,100	163,100	163,100	163,100	163,100
Total Pledged Funds	\$290,300	\$356,500	\$451,600	\$399,500	\$421,600
Debt Service	163,100	163,100	163,100	163,100	163,100
Balance	\$127,200	\$193,400	\$288,500	\$236,400	\$258,500
Non-Operating	46,900	48,000	49,200	50,300	51,500
Water Surplus (Deficit)	\$80,300	\$145,400	\$239,300	\$186,100	\$207,000
<b>Wastewater</b>					
Service Revenue	\$987,200	\$1,145,500	\$1,210,700	\$1,275,900	\$1,341,100
Other Revenue	82,200	77,100	63,300	65,300	67,300
Total Revenue	\$1,069,400	\$1,222,600	\$1,274,000	\$1,341,200	\$1,408,400
O&M Expenses	1,008,700	1,036,400	1,064,800	1,094,000	1,124,000
Net Revenue	\$60,700	\$186,200	\$209,200	\$247,200	\$284,400
1/2 Cent Sales Tax	101,200	101,200	101,200	101,200	101,200
Total Pledged Funds	\$161,900	\$287,400	\$310,400	\$348,400	\$385,600
Debt Service	101,200	101,200	101,200	101,200	101,200
Balance	\$60,700	\$186,200	\$209,200	\$247,200	\$284,400
Non-Operating	60,000	61,400	62,900	64,400	66,000
Wastewater Surplus (Deficit)	\$700	\$124,800	\$146,300	\$182,800	\$218,400
<b>Combined</b>					
Service Revenue	\$2,269,000	\$2,935,300	\$5,031,000	\$5,389,900	\$5,559,900
Other Revenue	240,600	205,900	121,200	125,000	128,800
Total Revenue	\$2,509,600	\$3,141,200	\$5,152,200	\$5,514,900	\$5,688,700
O&M Expenses	\$2,309,900	\$2,374,200	\$2,440,100	\$2,508,000	\$2,577,700
PRWC Charges	326,600	387,400	2,214,400	2,523,300	2,568,100
Total O&M Expenses	\$2,636,500	\$2,761,600	\$4,654,500	\$5,031,300	\$5,145,800
Net Revenue	(\$126,900)	\$379,600	\$497,700	\$483,600	\$542,900
Connection Fees	314,800	0	0	0	0
1/2 Cent Sales Tax	264,300	264,300	264,300	264,300	264,300
Total Pledged Funds	\$452,200	\$643,900	\$762,000	\$747,900	\$807,200
Debt Service	264,300	264,300	264,300	264,300	264,300
Balance	\$187,900	\$379,600	\$497,700	\$483,600	\$542,900
Non-Operating	106,900	109,400	112,100	114,700	117,500
Combined Surplus (Deficit)	\$81,000	\$270,200	\$385,600	\$368,900	\$425,400

**COMPOSITE EXHIBIT “B”  
Water – Schedule(s) 1-R  
Effective: March 1, 2026**

**For all customers within the Town Limits, the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:**

<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
<b>¾ inch</b>	<b>\$25.15</b>
<b>1 inch</b>	<b>\$62.87</b>
<b>1 ½ inch</b>	<b>\$125.75</b>
<b>2 inch</b>	<b>\$201.20</b>
<b>3 inch</b>	<b>\$377.25</b>
<b>4 inch</b>	<b>\$628.75</b>
<b>6 inch</b>	<b>\$1,257.50</b>
<b>8 inch</b>	<b>\$2,012.00</b>

**USAGE RATES (Inside Town):**

The following usage charge schedule is hereby established effective March 1, 2026, for customers within the municipal limits of the Town based on the amount of water used during any one billing cycle:

*Block 1 (0—10,000):*

- (1) \$1.42 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

*Block 2 (10,001—20,000):*

- (2) \$2.83 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

*Block 3 (20,001—40,000):*

- (3) \$4.25 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

*Block 4 (above 40,000):*

- (4) \$5.00 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

**COMPOSITE EXHIBIT “B”  
Water – Schedule(s) 1-R  
Effective: March 1, 2026**

**For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:**

<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
<b>¾ inch</b>	<b>\$31.43</b>
<b>1 inch</b>	<b>\$78.57</b>
<b>1 ½ inch</b>	<b>\$157.15</b>
<b>2 inch</b>	<b>\$251.44</b>
<b>3 inch</b>	<b>\$471.45</b>
<b>4 inch</b>	<b>\$785.75</b>
<b>6 inch</b>	<b>\$1,571.51</b>
<b>8 inch</b>	<b>\$2,514.42</b>

**USAGE RATES (Outside Town):**

The following usage charge schedule is hereby established effective March 1, 2026 for all customers outside the Town’s municipal limits based on the amount of water used during any one billing cycle:

*Block 1 (0—10,000):*

- (1) \$1.77 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

*Block 2 (10,001—20,000):*

- (2) \$3.53 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

*Block 3 (20,001—40,000):*

- (3) \$5.31 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

*Block 4 (above 40,000):*

- (4) \$6.25 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

**These outside Town Limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.**



**COMPOSITE EXHIBIT “B”  
Water – Schedule(s) 1-R  
Effective: October 1, 2026**

**For all customers inside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:**

<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
<b>¾ inch</b>	<b>\$30.68</b>
<b>1 inch</b>	<b>\$76.70</b>
<b>1 ½ inch</b>	<b>\$153.40</b>
<b>2 inch</b>	<b>\$245.44</b>
<b>3 inch</b>	<b>\$460.20</b>
<b>4 inch</b>	<b>\$767.00</b>
<b>6 inch</b>	<b>\$1,534.00</b>
<b>8 inch</b>	<b>\$2,454.40</b>

**USAGE RATES (Inside Town):**

The following usage charge schedule is hereby established effective October 1, 2026 for all customers within the Town’s municipal limits based on the amount of water used during any one billing cycle:

*Block 1 (0—10,000):*

(1) \$1.73 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

*Block 2 (10,001—20,000):*

(2) \$3.45 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

*Block 3 (20,001—40,000):*

(3) \$5.18 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

*Block 4 (above 40,000):*

(4) \$6.10 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

**COMPOSITE EXHIBIT “B”  
Water – Schedule(s) 1-R  
Effective: October 1, 2026**

**For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:**

<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
<b>¾ inch</b>	<b>\$38.34</b>
<b>1 inch</b>	<b>\$95.85</b>
<b>1 ½ inch</b>	<b>\$191.70</b>
<b>2 inch</b>	<b>\$306.72</b>
<b>3 inch</b>	<b>\$575.10</b>
<b>4 inch</b>	<b>\$958.50</b>
<b>6 inch</b>	<b>\$1,917.01</b>
<b>8 inch</b>	<b>\$3,067.21</b>

**USAGE RATES (Outside Town):**

The following usage charge schedule is hereby established effective October 1, 2026 for all customers outside the Town’s municipal limits based on the amount of water used during any one billing cycle:

*Block 1 (0—10,000):*

(1) \$2.15 for each 1,000 gallons or portion thereof for the first 10,000 gallons used during any one billing cycle;

*Block 2 (10,001—20,000):*

(2) \$4.30 for each 1,000 gallons or portion thereof for the next 10,000 gallons, in excess of 10,000 gallons used during any one billing cycle up to and including 20,000;

*Block 3 (20,001—40,000):*

(3) \$6.47 for each 1,000 gallons or portion thereof for the next 20,000 gallons, in excess of 20,000 gallons used during any one billing cycle up to and including 40,000;

*Block 4 (above 40,000):*

(4) \$7.62 for each 1,000 gallons or portion thereof over 40,000 gallons used in any one billing cycle.

**These outside Town Limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.**

**COMPOSITE EXHIBIT "C"**  
**Sewer – Schedule(s) 1-R**  
**Effective: March 1, 2026**

For all customers inside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:

<b>WASTEWATER</b>	<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
	<b>¾ inch</b>	<b>\$57.60</b>
	<b>1 inch</b>	<b>\$144.00</b>
	<b>1 ½ inch</b>	<b>\$287.00</b>
	<b>2 inch</b>	<b>\$460.80</b>
	<b>3 inch</b>	<b>\$864.00</b>
	<b>4 inch</b>	<b>\$1,440.00</b>
	<b>6 inch</b>	<b>\$2,880.00</b>
	<b>8 inch</b>	<b>\$4,608.00</b>
		<b>Usage Charge/Rate for any one Billing Cycle</b>
Single Family Residential:		
0 – 4,000 gallons		<b>\$0.00</b>
4,001 – 10,000 gallons		<b>\$3.00</b>
Above 10,000 gallons		<b>\$0.00</b>
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		<b>\$3.00</b>

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of \$13.61 per thousand gallons of wastewater, as measured by a master wastewater meter, for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

**COMPOSITE EXHIBIT "C"**  
**Sewer – Schedule(s) 1-R**  
**Effective: March 1, 2026**

**For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective March 1, 2026:**

<b>WASTEWATER</b>	<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
	<b>¾ inch</b>	<b>\$72.00</b>
	<b>1 inch</b>	<b>\$180.00</b>
	<b>1 ½ inch</b>	<b>\$360.00</b>
	<b>2 inch</b>	<b>\$576.00</b>
	<b>3 inch</b>	<b>\$1,080.00</b>
	<b>4 inch</b>	<b>\$1,800.00</b>
	<b>6 inch</b>	<b>\$3,600.00</b>
	<b>8 inch</b>	<b>\$5,760.00</b>
		<b>Usage Charge/Rate for any one Billing Cycle</b>
Single Family Residential:		
0 – 4,000 gallons		<b>\$0.00</b>
4,001 – 10,000 gallons		<b>\$3.74</b>
Above 10,000 gallons		<b>\$0.00</b>
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		<b>\$3.74</b>

**These outside Town limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.**

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of \$13.61 per thousand gallons of wastewater, as measured by a master wastewater meter for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

**COMPOSITE EXHIBIT "C"**  
**Sewer – Schedule(s) 1-R**  
**Effective: October 1, 2026**

**For all customers inside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:**

<b>WASTEWATER</b>	<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
	<b>¾ inch</b>	<b>\$59.90</b>
	<b>1 inch</b>	<b>\$149.75</b>
	<b>1 ½ inch</b>	<b>\$299.50</b>
	<b>2 inch</b>	<b>\$479.20</b>
	<b>3 inch</b>	<b>\$898.50</b>
	<b>4 inch</b>	<b>\$1,497.50</b>
	<b>6 inch</b>	<b>\$2,995.00</b>
	<b>8 inch</b>	<b>\$4,792.00</b>
		<b>Usage Charge/Rate for any one Billing Cycle</b>
Single Family Residential:		
0 – 4,000 gallons		<b>\$0.00</b>
4,001 – 10,000 gallons		<b>\$3.12</b>
Above 10,000 gallons		<b>\$0.00</b>
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		<b>\$3.12</b>

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of \$13.61 per thousand gallons of wastewater, as measured by a master wastewater meter for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.



**COMPOSITE EXHIBIT "C"**  
**Sewer – Schedule(s) 1-R**  
**Effective: October 1, 2026**

**For all customers outside the Town limits the following base charges and usage charges/rates during any one billing cycle are hereby established effective October 1, 2026:**

<b>WASTEWATER</b>	<b>Meter Size</b>	<b>Base Charge for any one Billing Cycle</b>
	<b>¾ inch</b>	<b>\$74.88</b>
	<b>1 inch</b>	<b>\$87.20</b>
	<b>1 ½ inch</b>	<b>\$374.40</b>
	<b>2 inch</b>	<b>\$599.04</b>
	<b>3 inch</b>	<b>\$1,123.20</b>
	<b>4 inch</b>	<b>\$1,872.00</b>
	<b>6 inch</b>	<b>\$3,744.00</b>
	<b>8 inch</b>	<b>\$5,990.40</b>
		<b>Usage Charge/Rate for any one Billing Cycle</b>
Single Family Residential:		
0 – 4,000 gallons		<b>\$0.00</b>
4,001 – 10,000 gallons		<b>\$3.88</b>
Above 10,000 gallons		<b>\$0.00</b>
Master Metered Residential and Non-Residential:		
All usage per 1,000 gallons		<b>\$3.88</b>

**These outside Town limits rates reflect a twenty-five percent (25%) surcharge allowable pursuant to Section 180.191 of the Florida Statutes.**

In addition to the above rates and charges, the Town also charges a Wholesale Wastewater Service Rate in the amount of \$13.61 per thousand gallons of wastewater, as measured by a master wastewater meter for any customer purchasing wastewater service from the Town on a wholesale basis through a master wastewater meter.

December 1, 2025

Kenneth Cassel  
Town Manager  
Town of Dundee  
202 E. Main Street  
Dundee, Florida 33838

**Subject: Task Order 5: Utility Rate Study**

Dear Mr. Cassel:

Raftelis Financial Consultants, Inc. (Raftelis) was retained by the Town of Dundee (Town) to complete a review of the water and wastewater rates, through a rate study, in September 2023 (Project Agreement). The intent of the study was to identify future rate levels for the water and wastewater enterprise funds to be financial sufficient in light of growing capital needs and the significant payments due to the Polk Regional Water Cooperative (PRWC) beginning in FY 2028. A typical rate study will last between three to twelve months, depending on the circumstances including data availability and political influences when it comes to adoption of rates. This study has extended beyond two years due to a variety of factors, which have lead to increased costs from having to update the analysis several times to accommodate new financial information such as budgets, historical actuals, capital plans, customer growth estimates, and others. Due to the need for additional analysis required for this engagement, we respectfully request an adjustment to the project budget as set forth herein.

The original project budget dating back to September 2023 was for \$40,000. Based on the time spent over the past two years, Raftelis has currently approximately \$52,000. The Town currently has a final draft copy of the rate study and has been given preliminary water and sewer connection fee amounts. To finish the project, including finalization of the rate study report, the connection fee report, and to attend one public presentation with the Town Commission, we are requesting a budget adjustment for the project from \$40,000 to \$55,000. We really appreciate the ongoing relationship with the Town to provide financial and rate study services and have tried to keep the additional efforts to a minimum over the course of the study.

With these additional services, the original budget is revised as summarized below:

Original Budget – Task Order 5	\$40,000
Additional Services	\$15,000
Revised Budget	\$55,000

The additional services amount is based on \$12,000 that has already been expended above the Original Budget, and the allowance for an additional \$3,000 to support preparation for and attendance at a Commission meeting for presentation of the findings and conclusions.

We appreciate your consideration of the approval of this budget adjustment. If this is acceptable to the Town, please indicate with the authorized signature at the bottom of this letter along with an updated

Kenneth Cassel  
Page 2  
December 1, 2025

purchase order. We very much appreciate being able to serve the Town on this important engagement. Please do not hesitate to contact me with any questions at 407-960-1806 or [jwilliams@raftelis.com](mailto:jwilliams@raftelis.com).

Sincerely,

**RAFTELIS FINANCIAL CONSULTANTS, INC.**



Joe Williams  
Senior Manager

Approved by,

**Town of Dundee, Florida**

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By:</b> Lorraine Peterson, Planning & Zoning	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		Hillcrest Avenue-Right-of-Way Vacation			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		State the motion here: A motion to approve the Hillcrest Avenue Right-of-Way Vacation by Resolution 25-40			
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>This item was introduced by Crow Investments LLC for a Right-of-Way Vacation. This request seeks to vacate portions of specific unopen, unpaved, and unimproved portion as depicted in plat book 20, page 4 of the public records of Polk County, Florida, that lies along the above-described corridor. That part of Section 21, Township 28 South, Range 27 East, Polk County Florida.</p> <p>Approval of this Right-of-Way preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the Town of Dundee 2030 Comprehensive Plan policies, goals, and objectives.</p>			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT: Attached</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S): Attached</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Staff Report Resolution 25-40 with Exhibits			
<b>SELECT, if applicable</b>		<b>RESOLUTION: 25-40</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>		Hillcrest Avenue Right-of-Way Vacation			
<b>FISCAL IMPACT (if any):</b>		No fiscal impact			\$0.00
					312





Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

*Space for recording*

#### RESOLUTION NO. 25-40

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, VACATING, CLOSING, AND ABANDONING CERTAIN PORTIONS OF UNIMPROVED AND UNMAINTAINED RIGHTS-OF-WAY; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VI11, §2 of the Florida Constitution; and

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

**WHEREAS**, pursuant to Florida law, the interest acquired in land by a municipal corporation for street purposes is held in trust for the benefit of all the public, regardless of whether the municipal corporation owns the fee or has merely an interest therein; and

**WHEREAS**, Town has the authority to vacate streets within its corporate boundaries under the common law, which provides that the power to vacate city streets and/or roads is vested in the municipality if it is in the public interest. *City of Temple Terrace v. Tozier*, 903 So. 2d 970 (Fla. 2d DCA 2005); *Loeffler v. Roe*, 69 So. 2d 331 (Fla. 1953); and

**WHEREAS**, the Florida Attorney General concluded in *Op. Att'y Gen. Fla. 78-125* that the Town also has the authority to vacate streets within its corporate boundaries under the common law when the street and/or right-of-way is no longer required for public use and convenience; and

**WHEREAS**, on February 8, 1926, the City Council of the City of Dundee, Florida, approved that certain subdivision plat entitled *Lake Estates* (the "Lake Plat") and recorded in Plat Book 21, Page 1, Public Records of Polk County Florida; and

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

**WHEREAS**, copies of the Lake Plat and Polk County Property Appraiser Aerial Depiction of the Lake Estates Subdivision are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

**WHEREAS**, on May 9, 2000, the Town Commission of the Town of Dundee (the "Town Commission"), at a duly noticed public meeting, approved *Town of Dundee Resolution No. 00-07* (the "Resolution") which formally accepted all streets, alleys, easements, rights of way, and other public areas dedicated by virtue of the Dundee Plat; and

**WHEREAS**, copies of the Dundee Plat and Resolution are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

**WHEREAS**, on August 24, 2025, **Crow Investments, LLC** (hereafter referred to as either the "Owner" or "Applicant"), an active Florida limited liability company, submitted its *Town of Dundee Vacation of Right-of-Way Application* (the "Application") requesting that the Town vacate those certain unpaved, unimproved, and unmaintained rights-of-way which were dedicated by the Lake Plat (see **Composite Exhibit "A"**); and

**WHEREAS**, the Applicant was conveyed marketable fee simple title to the real property, which the Polk County Property Appraiser identifies as Parcel Numbers 272821-831500-001010, 272821-831500-002010, 272821-831500-001110 and 272821-000000-023010 (the "Property"), by virtue of the certain Special Warranty Deed (the "Deed") recorded in the Official Records Book 11518, Page(s) 903-913, Public Records of Polk County, Florida; and

**WHEREAS**, copies of the Application, Deed, and the adjoining property owner's *Town of Dundee Vacation of Right-of-Way Application* are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

**WHEREAS**, the Lake Plat (see **Composite Exhibit "A"**) dedicated certain rights-of-way which are located on the Property for the use of the general public; and

**WHEREAS**, the Property remains unimproved and/or undeveloped; and

**WHEREAS**, the Applicant has requested that the Town Commission to forever vacate, abandon, renounce, and disclaim the publicly dedicated rights-of-way (the "Dedications") which are the subject of the Lakes Plat (see **Composite Exhibit "A"**) and located on the Property; and

**WHEREAS**, copies of the legal description and description sketches of and/or for the Dedications are attached hereto as **Composite Exhibit "D"** and made a part hereof by reference; and

**WHEREAS**, no portion of the Dedications (see **Composite Exhibits "A" and "D"**) to be vacated constitutes or was acquired for a state or federal highway, nor will the vacation of the Dedications deprive any person, firm, corporation or other entity of its legal right of ingress and/or egress to any real property abutting and/or adjacent to the Property; and

**WHEREAS**, pursuant to *Section 177.101(4) of the Florida Statutes*, all applicable state, county and municipal taxes have been paid; and

**WHEREAS**, the Town of Dundee, other affected agencies, and applicable public utility

**Commented [SC1]:** Need to attach legal description(s) for ROW - assuming same has been reviewed by the Town Surveyor and confirmed.

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

companies have reviewed the Application (see **Composite Exhibit "C"**) and provided responses (the "Agency Responses") stating that there are *no objection(s)* to the requested vacation(s); and

**WHEREAS**, pursuant to applicable Florida law, a *Notice of Intent to Seek Vacation of Right-of-Way Within the Town of Dundee* (the "Notice") was duly published in the Winter Haven Sun on November 26, 2025, for the purpose of hearing objections to the Applicant's request to vacate the underlying, platted, unpaved, and unimproved Dedications (see **Composite Exhibits "A" and "D"**); and

**WHEREAS**, copies of the Agency Responses and the Notice are attached hereto as **Composite Exhibit "E"** and made a part hereof by reference; and

**WHEREAS**, all conditions precedent and necessary to vacate the Dedications (see **Composite Exhibits "A" and "D"**) have been met and the minimum technical requirements of the Town of Dundee Land Development Code and applicable Florida Statutes have been satisfied; and

**WHEREAS**, all conditions precedent and necessary to vacate the Dedications (see **Composite Exhibit "C"**) have been met and the minimum technical requirements of the Town of Dundee Land Development Code and pertinent Florida Statutes have been satisfied; and

**WHEREAS**, on January 13, 2026, at a duly noticed public hearing, the Town Commission found that, based on competent substantial evidence, the Dedications (see **Composite Exhibits "A" and "D"**) are not reasonably and materially beneficial to adjoining landowners and/or the general public; and

**WHEREAS**, on January 13, 2026, at a duly noticed public hearing, the Town Commission found that no injury will result from the Town's vacation and/or abandonment of the Dedications (see **Composite Exhibits "A" and "C"**); and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, found and determined that (i) the vacation of the Dedications (see **Composite Exhibits "A" and "D"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest; and (ii) the subject rights-of-way are not needed for a public purpose; and

**WHEREAS**, on January 13, 2026, the Town Commission of the Town of Dundee, Florida, held a duly noticed public hearing in order to consider this **Resolution No. 25-40** vacating, closing, and abandoning certain unplatted and unmaintained rights-of-way and found that the approval of this **Resolution No. 25-40** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest; and

**WHEREAS**, on January 13, 2026, at a duly noticed public hearing, the Town Commission of the Town of Dundee, Florida, finds that the passage of this **Resolution No. 25-40** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the Town of Dundee 2030 Comprehensive Plan policies and objectives; and this **Resolution No. 25-40** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

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

**Section 1. Incorporation of Recitals.**

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-40**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-40**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-40**.

**Section 2. Vacation.**

The Town Commission of the Town of Dundee (the "Town Commission") hereby vacates, closes, abandons and disclaims any right and/or interest of the Town in and/or to the Dedications (see **Composite Exhibits "A" and "D"**).

Pursuant to *Section 255.22, Florida Statutes (2024)*, and applicable Florida law, the Town vacates, closes, abandons and disclaims any right and/or interest which is in favor of the Town of Dundee, Florida, in and/or to the Dedications (see **Composite Exhibits "A" and "D"**). This **Resolution No. 25-40** does not vacate, close, abandon and/or disclaim any right and/or interest which is held by and/or under the jurisdiction of another agency and/or third-party.

**Section 3. Purpose: Authorization.**

This **Resolution No. 25-40** serves only that purpose expressly stated in *Section 2, above*. Nothing herein shall be construed or interpreted as a representation of the rights or interests accruing to or existing in the Applicant and/or any third party to the real property and lands described and/or identified in this **Resolution No. 25-40**.

The Town Manager, or his/her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-40** which includes, but shall not be limited to, negotiating and executing any documentation necessary and incidental to the abandonment, closing, and/or vacation of the rights-of-way which are the subject of the Application and adjoining property owner's *Town of Dundee Vacation of Right-of-Way Application* (see **Composite Exhibit "C"**).

**Section 4. Easements.**

Unless specifically identified herein, any easement(s) of record affecting the real property shall not be terminated by the passage and adoption of Resolution **No. 25-40**.

**Section 5. Copy to Polk County.**

A copy of this **Resolution No. 25-40** shall be furnished to the Polk County Board of County Commissioners in accordance with *Section 177.101(4) of the Florida Statutes*.

**Section 6. Conflicts.**

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

All resolutions in conflict with this **Resolution No. 25-40** are repealed to the extent necessary to give this **Resolution No. 25-40** full force and effect.

**Section 7. Severability.**

The provisions of this **Resolution No. 25-40** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-40**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-40**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-40** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 25-40** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-40** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-40**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-40**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 8. Administrative Correction of Scrivener's Errors.**

It is the intention of the Town Commission that sections of this **Resolution No. 25-40** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-40** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

**Section 9. Recordation.**

The Town Clerk shall be responsible for recording this **Resolution No. 25-40**, as adopted, with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.

**Section 10. Effective Date.**

This **Resolution No. 25-40** shall become effective when a certified copy of this **Resolution No. 25-40** has been filed in the offices of the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, and duly recorded in the public records of Polk County, Florida. The Town Clerk shall record the proof of publication of notice of public hearing, this **Resolution No. 25-40** as adopted, and the proof of publication of the notice of the adoption of this **Resolution No. 25-40** with the Clerk of the Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, for inclusion in the public records of Polk County, Florida.



Town of Dundee, Florida  
Resolution No. 25-40  
Hillcrest Avenue ROW Vacation

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 13th day of January, 2026.

**TOWN OF DUNDEE**

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

ATTEST WITH SEAL:

\_\_\_\_\_  
Erica Anderson, Town Clerk

Approved as to form:

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

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

<p><b>LEGAL DESCRIPTION NOTES</b></p> <ul style="list-style-type: none"> <li>THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, HAVING A GRID BEARING OF S-00°15'22"-E. THE GRID BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2007 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.</li> <li>EXHIBIT A, THE LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION - CONSISTS OF TWO (2) PAGES, AND IS <u>NOT</u> COMPLETE WITHOUT ALL PAGES.</li> </ul>	
<p align="center"><b>HILLCREST AVENUE RIGHT OF WAY VACATION          LEGAL DESCRIPTION</b></p> <p>THAT PART OF "RIDGECREST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 4 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS:</p> <p><b>COMMENCE</b> AT THE CENTER OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, S-00°15'22"-E, 667.94 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE DEPARTING SAID WEST LINE, AND ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, RUN N-89°42'55"-E, 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF CENTER STREET (STATE ROAD 17), SAID POINT IS ALSO THE <u>POINT OF BEGINNING</u>; THENCE DEPARTING SAID EAST RIGHT-OF-WAY, CONTINUE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, AND CONTINUING N-89°42'55"-E, 631.06 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE ALONG THE EAST LINE THEREOF, S-00°16'14"-E, 30.00 FEET TO A POINT ON THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY OF HILLCREST AVENUE; THENCE ALONG SAID EASTERLY PROJECTION, AND ALONG SAID SOUTH RIGHT-OF-WAY, S-89°42'55"-W, 631.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID CENTER STREET (STATE ROAD 17); THENCE ALONG SAID EAST RIGHT-OF-WAY, N-00°15'22"-W, 30.00 FEET TO THE <u>POINT OF BEGINNING</u>.</p> <p><b>CONTAINING:</b> 18,932 SQUARE FEET, 0.435 ACRE, MORE OR LESS.</p>	
<p><b>QUIDDITY</b> ENGINEERING</p> <p><small>Quiddity Engineering, LLC   1325 Sertow Road, Suite 100, Lakeland, FL 33801        863.940.2040   Certificate of Authorization No. 12008   www.quiddity.com</small></p>	<p align="center"><b>EXHIBIT A          HILLCREST AVENUE ROW VACATION          LEGAL DESCRIPTION          (NOT A SURVEY)</b></p> <p align="center">EXHIBIT A CONSISTS OF TWO (2) PAGES,          AND IS NOT COMPLETE WITHOUT ALL PAGES</p> <p align="right">PAGE 1 OF 2</p>



Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation

## EXHIBIT B- VACATION OF RIGHT-OF-WAY APPLICATION



### Town of Dundee

### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information.

#### SITE INFORMATION

Project Name: Ridgewood Avenue Mini Warehouse Total Acreage: 8.26  
 Site Address or General Location: 205 Ridgewood Avenue, Dundee  
 Present Use of the Property: Semitruck Parking/Automotive  
 Existing Structures Located on the Site: 9500 square foot building  
 Legal Description of the Property: See attached

#### PROPERTY OWNER:

Name: Crow Investments, LLC  
 Mailing Address: 346 East Central Avenue  
 City: Winter Haven State: FL Zip: 33880  
 Home/Mobile Phone: 863-324-3698 Email Address: loakley@cassidyhomes.com

#### APPLICANT/AGENT:

Name: John Bannon/Quiddity Engineering, LLC  
 Mailing Address: 1925 Bartow Road Suite 100  
 City: Lakeland State: FL Zip: 33801  
 Home/Mobile Phone: 863-207-5155 Office: 863-940-2040  
 Email Address: jbannon@quiddity.com

Applicant is: ☐ Owner ☒ Agent/Representative ☐ Purchaser ☐ Lessee

#### VACATION OF RIGHT-OF-WAY REQUEST:

Identify Affected Right-of-Way: Hillcrest Avenue  
 Metes and Bounds Legal Description of Right-of-Way: See attached  
 Nature and Purpose of Request: Vacate southern portion of Hillcrest Avenue

A statement substantiating the need and justification for the approval of vacation of right-of-way sought relative to the development and/or improvement of the Town: \_\_\_\_\_

Date Application Accepted by Town: 08/24/2025  
 Project ID Number: ROW - Hillcrest Avenue  
 Application Fee Amount Paid: \_\_\_\_\_ Review Deposit Amount Paid: 622.81

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation



## **Town of Dundee**

### **Vacation of Right-of-Way Application**

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

#### **PLEASE ADDRESS THE FOLLOWING:**

1. Are there any known applicable portions of any current town plans for the use of the subject right-of-way, street, or alley? If so, please address this.  
No
2. Identify how abutting property owners will be affected by the proposed request.  
The abutting property owners will not be affected
3. What impacts will the request have on short-range and long-range public and private utilities? Please address if utilities are to be relocated.  
There will be no impacts
4. What impacts will the request have on short-range and long-range ingress and egress by private and public vehicles? Please address if alternative ingress/egress is proposed.  
There will be no impacts
5. What is the cost of relocating any public utility lines?  
No utility lines will need to be relocated

The Town will consider the cost and attendant responsibilities involved in maintaining utilities where improvements may be constructed over existing facilities. The Town also ensures that the rights of all franchised utilities are protected



Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation



## Town of Dundee


### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

#### STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Crow Investments, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

  
 Signature of Owner  
Lauren Schwenk, Manager  
 Printed Name/Title of Owner

#### OWNERS

\_\_\_\_\_  
 Signature of Owner  
 \_\_\_\_\_  
 Printed Name/Title of Owner

\_\_\_\_\_  
 Signature of Owner  
 \_\_\_\_\_  
 Printed Name of Owner

\_\_\_\_\_  
 Signature of Owner  
 \_\_\_\_\_  
 Printed Name of Owner

STATE OF FLORIDA  
 COUNTY OF POLK

#### OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2025, by Lauren Schwenk, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



  
 Notary Public  
 Notarial Seal and Commission  
 Expiration Date 02/17/2026

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation



## Town of Dundee

### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

#### AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), John Bannon, Quiddity Engineering, LLC being duly sworn, depose and say that (I) (we) serve as Authorized Agent for the owner(s) (agent or lessee) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

#### AGENT, LESSEE, OR BUYER(S)



Signature of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

John Bannon

Printed Name of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

#### AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30 day of July, 2025, by John Bannon, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



STEFANIE N. ROWAN  
 Notary Public  
 State of Florida  
 Comm# HH234285  
 Expires 3/8/2026

  
 Notary Public  
 Notarial Seal and Commission  
 Expiration Date

Variance Application

Page 4 of 5

Town of Dundee, Florida  
 Resolution No. 25-40  
 Hillcrest Avenue ROW Vacation



## Town of Dundee

### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

#### FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies.

Name: Lauren Schwenk Title: Manager

Company: Crow Investments, LLC

Company Address: 346 East Central Avenue

City/State/Zip Code: Winter Haven, FL 33880

Telephone Number: 863-324-3698

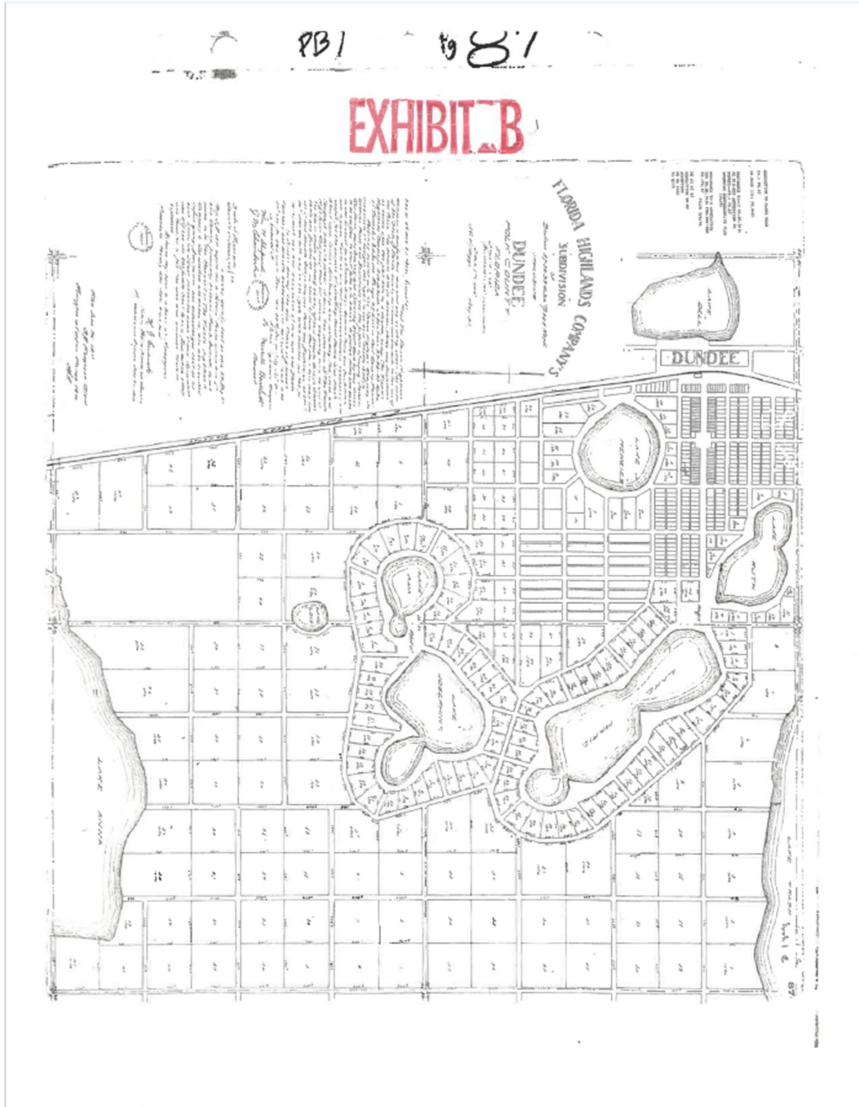
Email Address: loakley@cassidyhomes.com

I hereby certify that all information contained herein is true and correct.

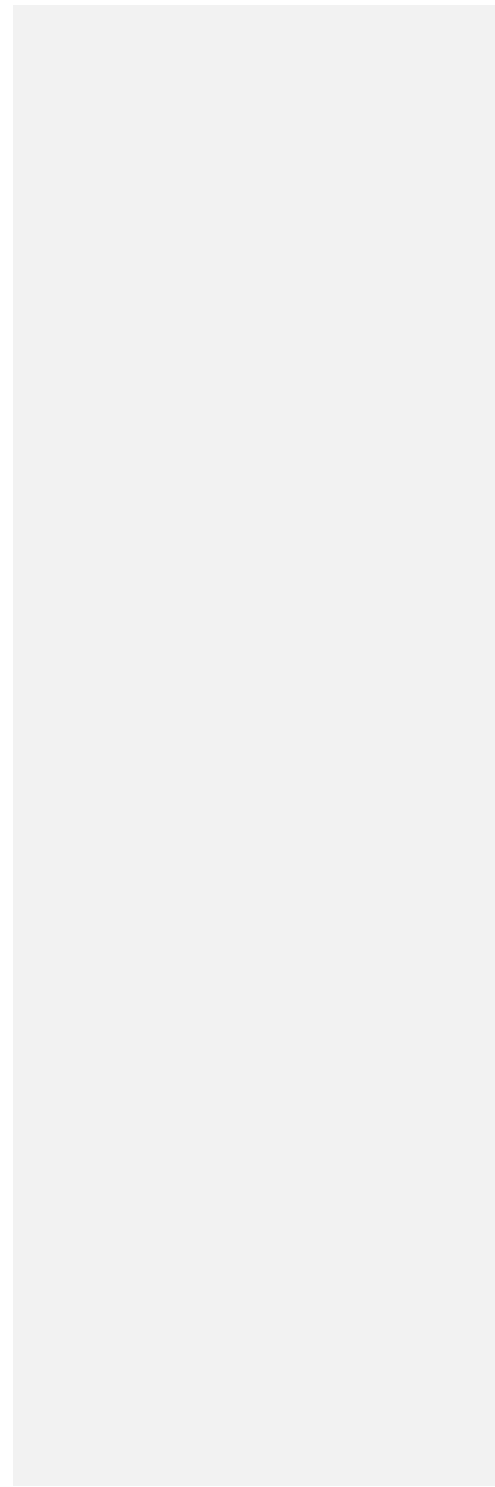
1. Signed this 29th day of July, 2025

[Signature]  
 Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

Town of Dundee, Florida  
Resolution No. 25-40  
Hillcrest Avenue ROW Vacation

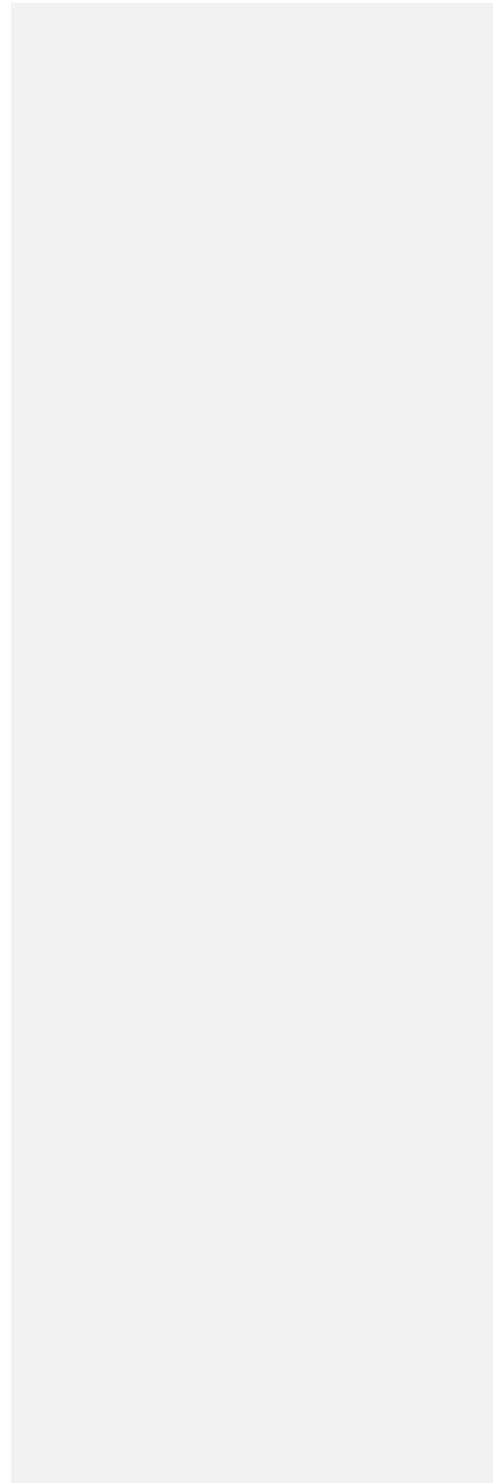


Town of Dundee, Florida  
Resolution No. 25-40  
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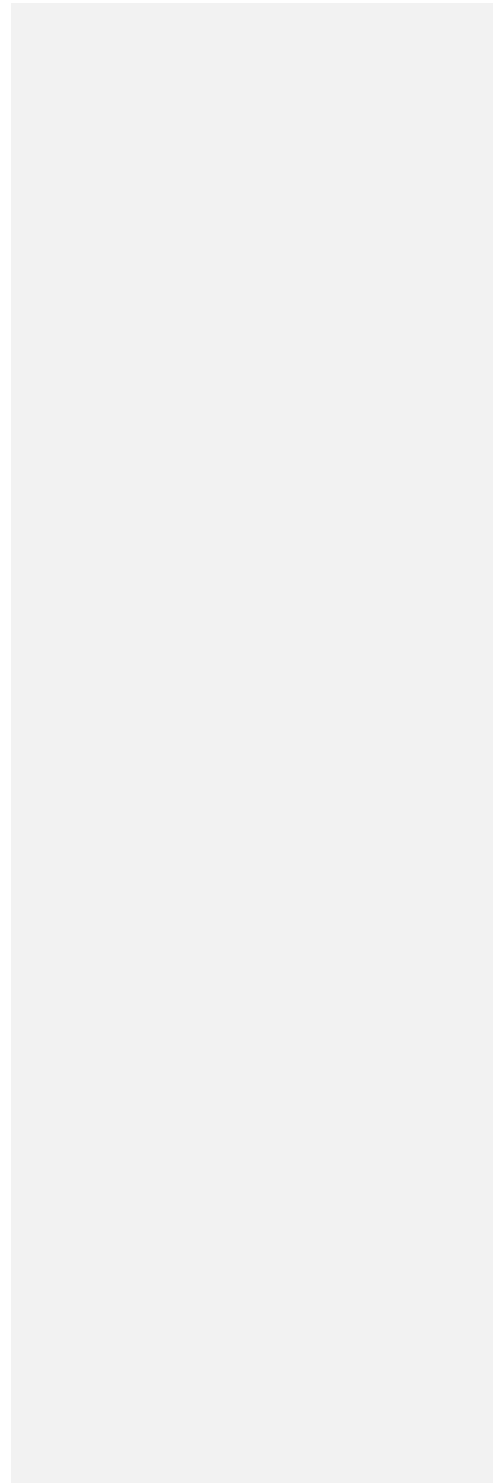




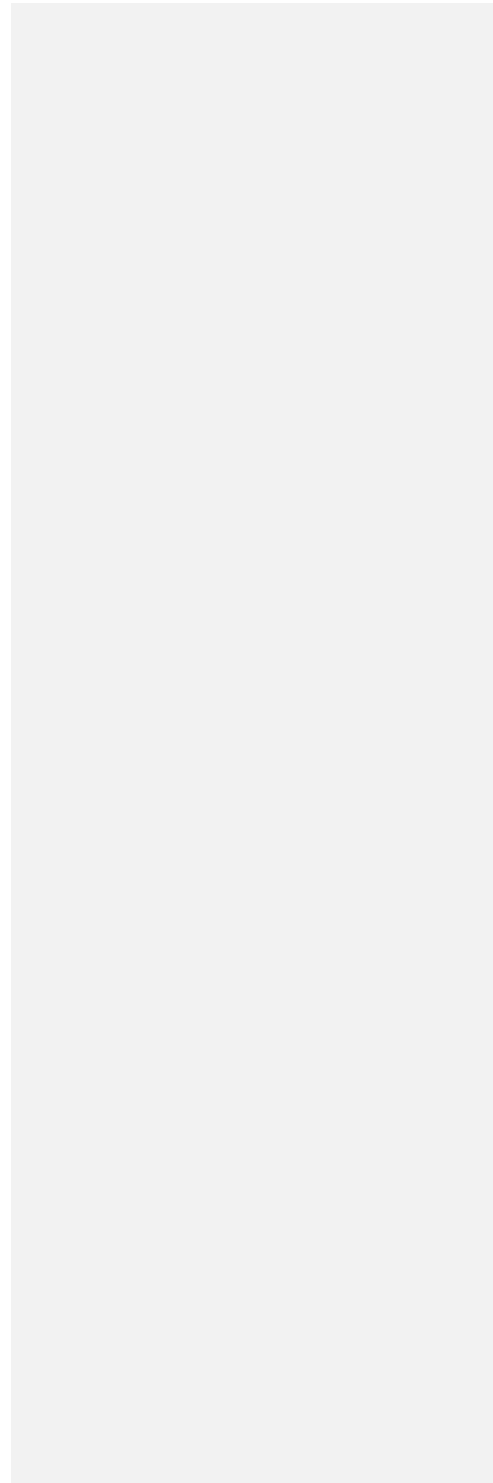
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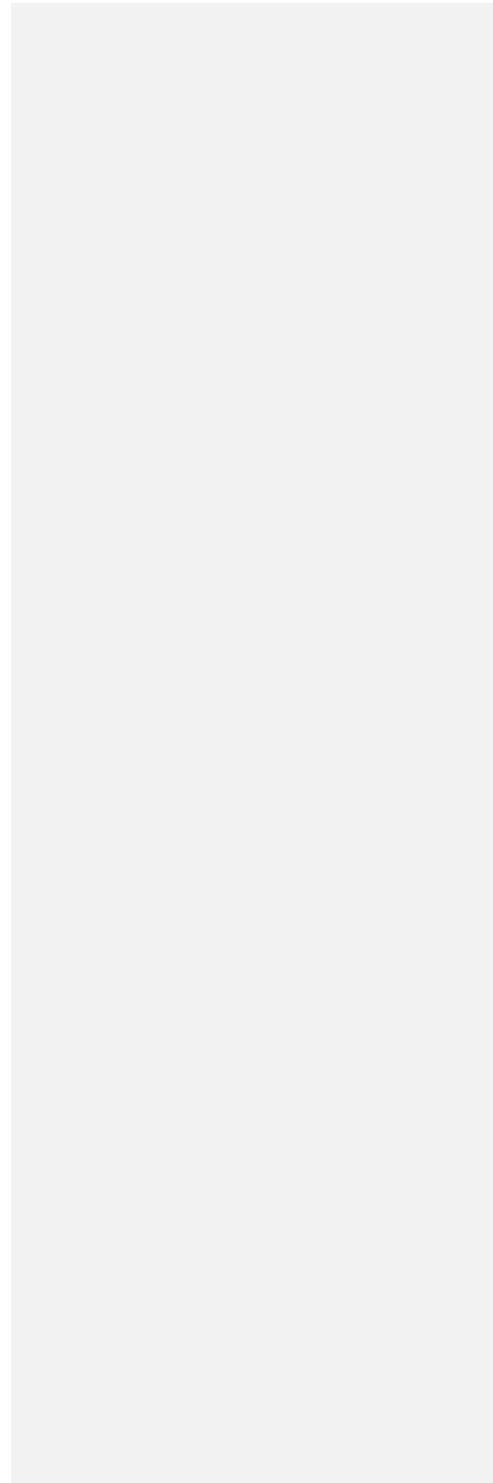
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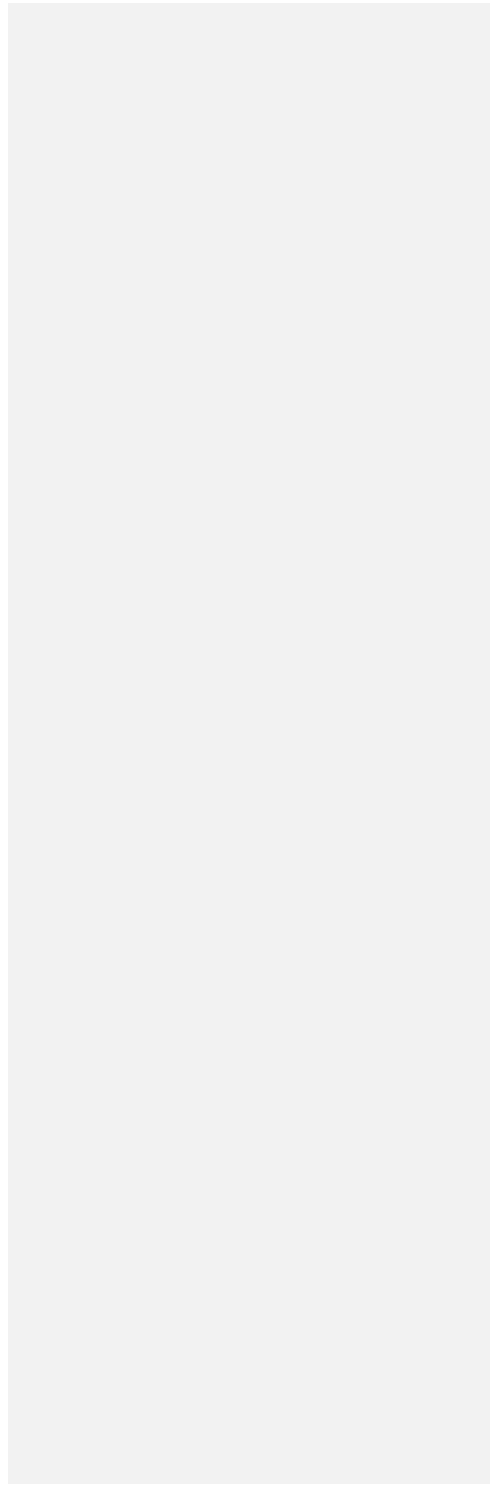
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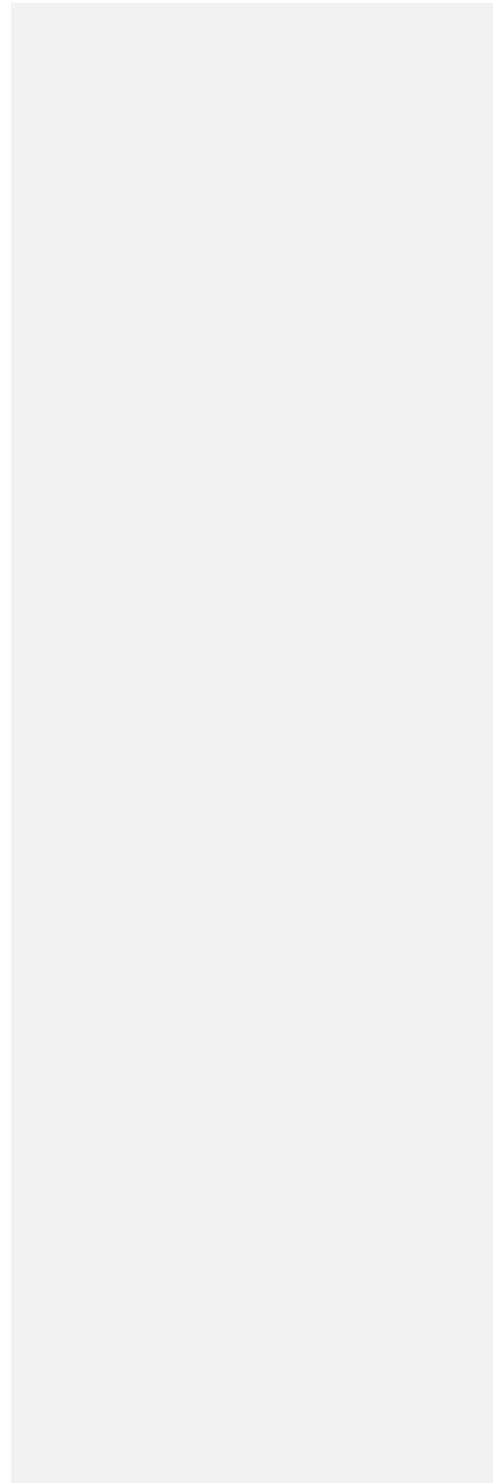


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Resolution No. 25-40  
Hillcrest Avenue ROW Vacation

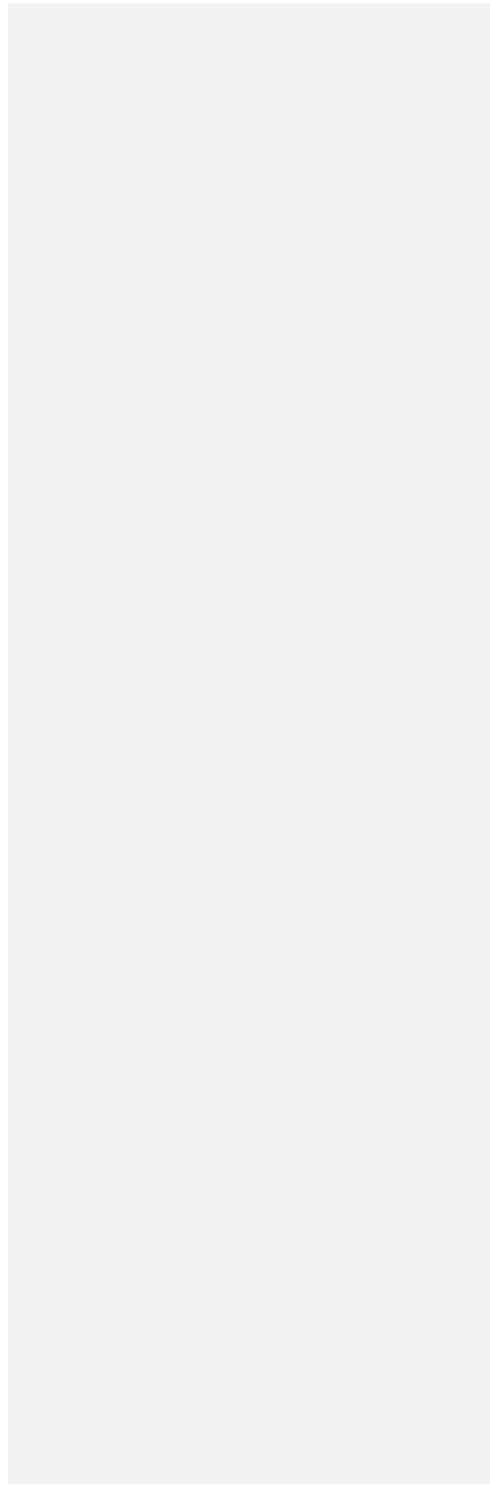




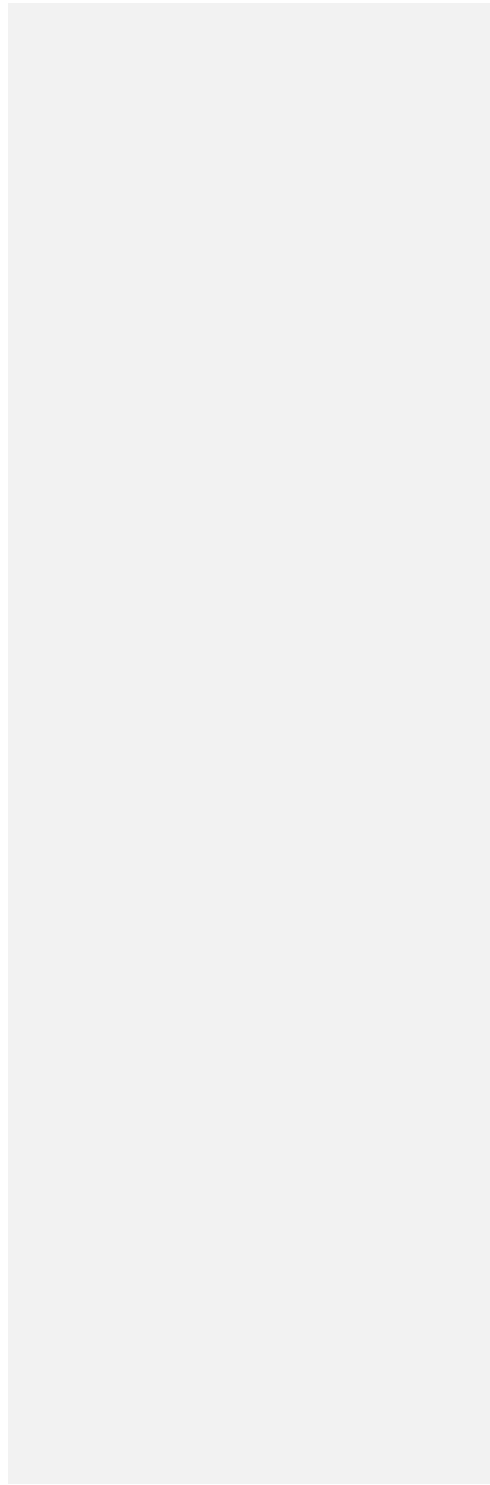
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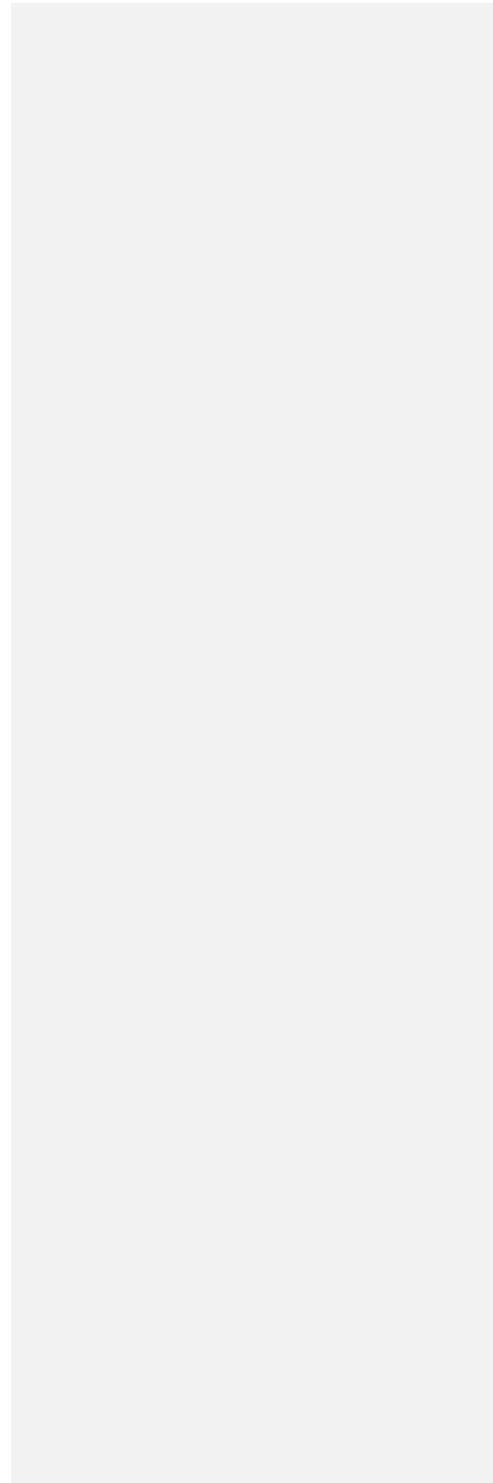
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Town of Dundee, Florida  
Resolution No. 25-40  
Hillcrest Avenue ROW Vacation



Town of Dundee, Florida  
Resolution No. 25-40  
Hillcrest Avenue ROW Vacation











INSTR # 2000102729 OR BK 4485 PG 0774 RECD 06/23/2000 10:30 AM  
RICHARD M. WEISS, CLERK OF COURT, POLK COUNTY  
DEPUTY CLERK P Vaughan

**A RESOLUTION ACCEPTING ALL STREETS, ALLEYS, EASEMENTS, RIGHTS OF WAY, AND THOROUGHFARES PREVIOUSLY DEDICATED IN THE TOWN OF DUNDEE;**


**WHEREAS, from and after September 1, 1991, the dedication of all streets, alleys, easements, rights of way and public areas as deemed completed upon approval by the Town Council and the recordation of such plat; and**

**NOW THEREFORE BE IT UNANIMOUSLY RESOLVED** by the Town Council of the  
Town of Dundee, Florida:

1. All streets, alleys, easements, and rights of way, and public areas heretofore dedicated to the Town of Dundee on plats of real property located within the Town which were recorded prior to September 1, 1971, are hereby accepted and approved by the Town Council.
2. The Town Council specifically accepts all streets, alleys, easements, and rights of way, and public areas heretofore dedicated to the Town of Dundee located in the following subdivisions in the Town of Dundee:
  - A. Florida Highland Company Subdivision, a subdivision of a portion of Sections 27, 28, 33 and 34, in Township 28 South, Range 27 East, Polk County, Florida, which subdivision plat was recorded in Plat Book 1C, on page 87, the office of the Clerk of the Circuit Court, in and for Polk County, Florida, on or about June 30, 1911.
  - B. W.J. Howey Land Company's First Addition to Dundee, Polk County, Florida, being a sub of all that part of Sec. 28, Tp 28 S, R. 27E, which lies W. of the ACL Railroad, which subdivision was filed May 1, 1916, in the office of the Clerk of the Circuit Court, in Polk County, Florida, in Plat Book 28, page 6, public records of Polk County, Florida.
  - C. D.L. Hart's Subdivision, as recorded in Plat Book 23, page 16, public records of Polk County, Florida, as approved by the Dundee Town Council on March 9, 1926, and as recorded by J.D. Raulerson, Clerk, on or about April 9, 1926, in the official records of Polk County, Florida.

**RESOLVED AND PASSED** in regular session assembled this 9<sup>th</sup> days of May, 2000.

  
Joe Garrison, Mayor

ATTEST:  
  
 Tracy Ackroyd, Town Clerk

Town of Dundee  
PO Box 1000  
Dundee FL. 33838



	<p><b>To: Town Commission</b></p> <p><b>Agenda Date:</b> January 13, 2026</p> <p><b>Department:</b> Planning and Zoning</p> <p><b>Discussion Topic:</b> Vacation of Right-of-Way</p> <p><b>Requested Action:</b> To approve the Vacation of Right-of-Way for the southern portion of Hillcrest Avenue – by Resolution 25-40</p> <p><b>Prepared By:</b> Lorraine Peterson, Development Director</p>
--	--

## REQUEST:

- A request to vacate a 30' wide southern portion of specific unopen, unpaved, and unimproved portion of Hillcrest Avenue depicted in plat book 20, page 4 of public records of Polk County, Florida, that lies along Hillcrest Ave. in Section 21, Township 28 South, Range 27 East, Polk County Florida.

## PROPERTY INFORMATION

LEGAL DESCRIPTION NOTES
<ul style="list-style-type: none"> <li>THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, HAVING A GRID BEARING OF 5-00°15'22"E. THE GRID BEARINGS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83-2007 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.</li> <li>EXHIBIT A, THE LEGAL DESCRIPTION AND SKETCH TO ACCOMPANY LEGAL DESCRIPTION - CONSISTS OF TWO (2) PAGES, AND IS NOT COMPLETE WITHOUT ALL PAGES.</li> </ul>
HILLCREST AVENUE RIGHT OF WAY VACATION LEGAL DESCRIPTION
<p>THAT PART OF "RIDGECREST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 4 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING DESCRIBED AS:</p> <p>COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, 5-00°15'22"E, 687.94 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE DEPARTING SAID WEST LINE, AND ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, RUN N-89°42'55"-E, 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF CENTER STREET (STATE ROAD 17), SAID POINT IS ALSO THE POINT OF BEGINNING, THENCE DEPARTING SAID EAST RIGHT-OF-WAY, CONTINUE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21, AND CONTINUING N-89°42'55"-E, 632.06 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE ALONG THE EAST LINE THEREOF, 5-00°16'44"-E, 30.00 FEET TO A POINT ON THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY OF HILLCREST AVENUE, THENCE ALONG SAID EASTERLY PROJECTION, AND ALONG SAID SOUTH RIGHT-OF-WAY, S-89°42'55"-W, 632.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SAID CENTER STREET (STATE ROAD 17); THENCE ALONG SAID EAST RIGHT-OF-WAY, N-00°15'22"-W, 30.00 FEET TO THE POINT OF BEGINNING.</p> <p>CONTAINING: 18,932 SQUARE FEET, 0.435 ACRE, MORE OR LESS.</p>
<p><b>EXHIBIT A</b> <b>HILLCREST AVENUE ROW VACATION</b> <b>LEGAL DESCRIPTION</b> (NOT A SURVEY)</p> <p>EXHIBIT A CONSISTS OF TWO (2) PAGES, AND IS NOT COMPLETE WITHOUT ALL PAGES. PAGE 1 OF 2</p>
<p><b>QUIDDITY ENGINEERS</b> 13025 S. 10th Ave., Suite 100, Lakeland, FL 33803 888.846.8888 • 800.846.8888 • 800.846.8888</p>



### Surrounding Property Information

<u>Northwest:</u> Lake Hamilton	<u>North:</u> Lake Hamilton	<u>Northeast:</u> Lake Hamilton
<u>West:</u> FLU: Commercial/Industrial Corridor ZON: Industrial Existing Uses: Residential and Businesses	<u>Subject Parcel</u> Low Density Residential (LDR) Single Family Residential-3 (RSF-3)	<u>East:</u> FLU: LDR ZON: RSF-3 Existing Uses: Vacant Land
<u>Southwest:</u> FLU: LDR & Conservation ZON: IL Existing Uses: Residential	<u>South:</u> FLU: Commercial/Industrial Corridor ZON: AL Existing Uses: auto shops with bays, truck parking	<u>Southeast:</u> FLU: LDR ZON: RSF-3 Existing Uses: Agricultural Lands- Citrus

### **FINDINGS OF FACT:**

The Petition for Right-of-Way Vacation is to be reviewed by the Town Staff, Planning and Zoning Board and Town Commission consistent with the requirements of the Town of Dundee, regarding the vacation of streets, alleys, and public ways.

Below are staff findings of fact determined during review of the petition.

- The applicant has submitted a completed application.
- Staff sent out notices to surrounding property owners within 300' by certified mail.
- The right-of-way is unopen, unpaved, unimproved portions of road depicted in plat book 20, page 4 of public records of Polk County, Florida, that lies along Hillcrest Ave. in Section 21, Township 28 South, Range 27 East, Polk County Florida.

### **PLANNING AND ZONING BOARD ACTION:**

Consistent with the requirement of the Town of Dundee regarding vacating streets, alleys, and public ways, the Town administration is forwarding this Petition for Right-of-Way Vacation to the Town of Dundee Planning and Zoning Board for Review and Comment.

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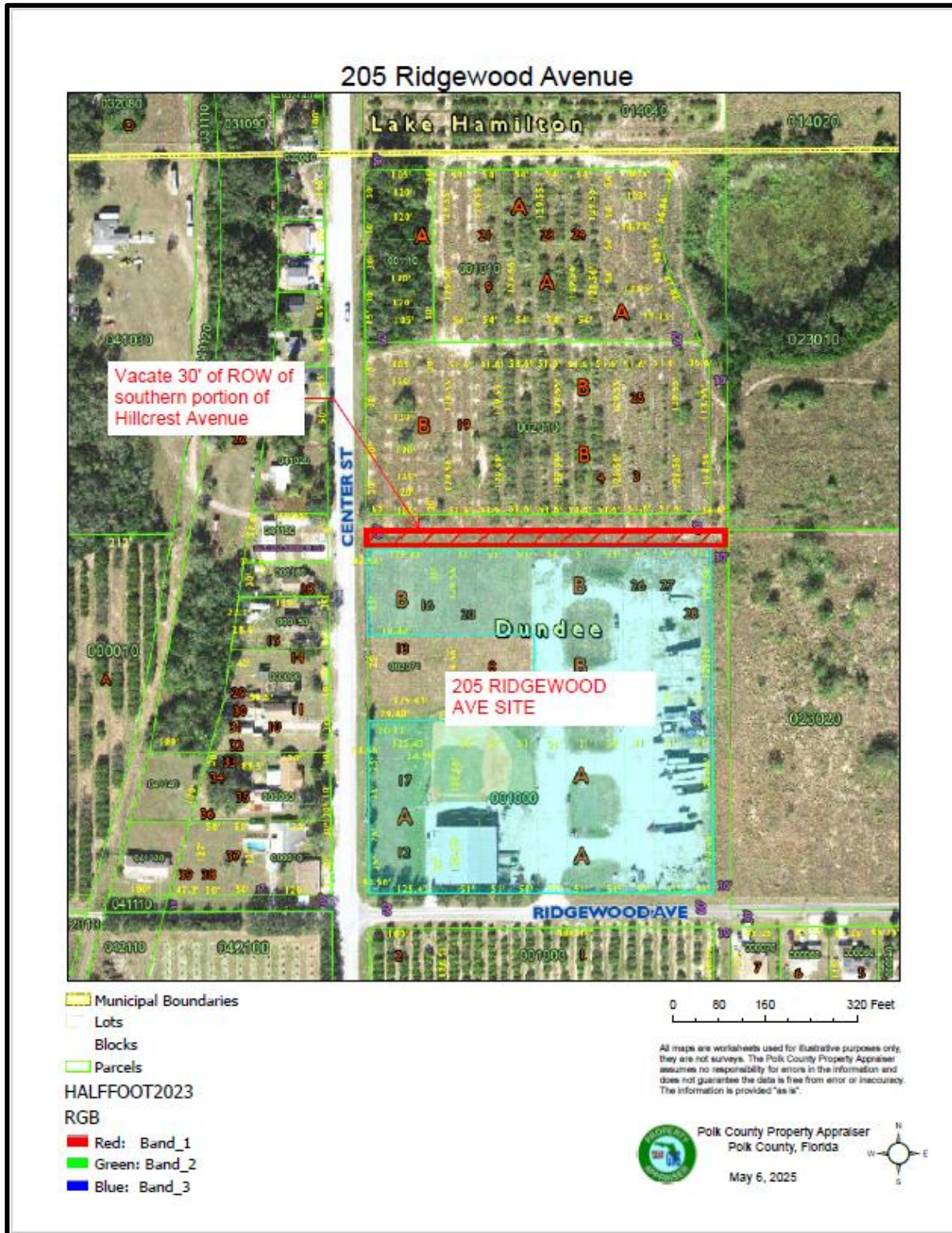
### **MOTION OPTIONS:**

1. I move Town Commission **approve, Resolution 25-40** the vacating and abandoning of specific unopened, unpaved, and unimproved right-of-way as described in this staff report.
  2. I move Town Commission **deny, Resolution 25-40** the vacating and abandoning of specific unopened, unpaved, and unimproved right-of-way as described in this staff report.
  3. I move Town Commission continue this item until a certain date.
- 

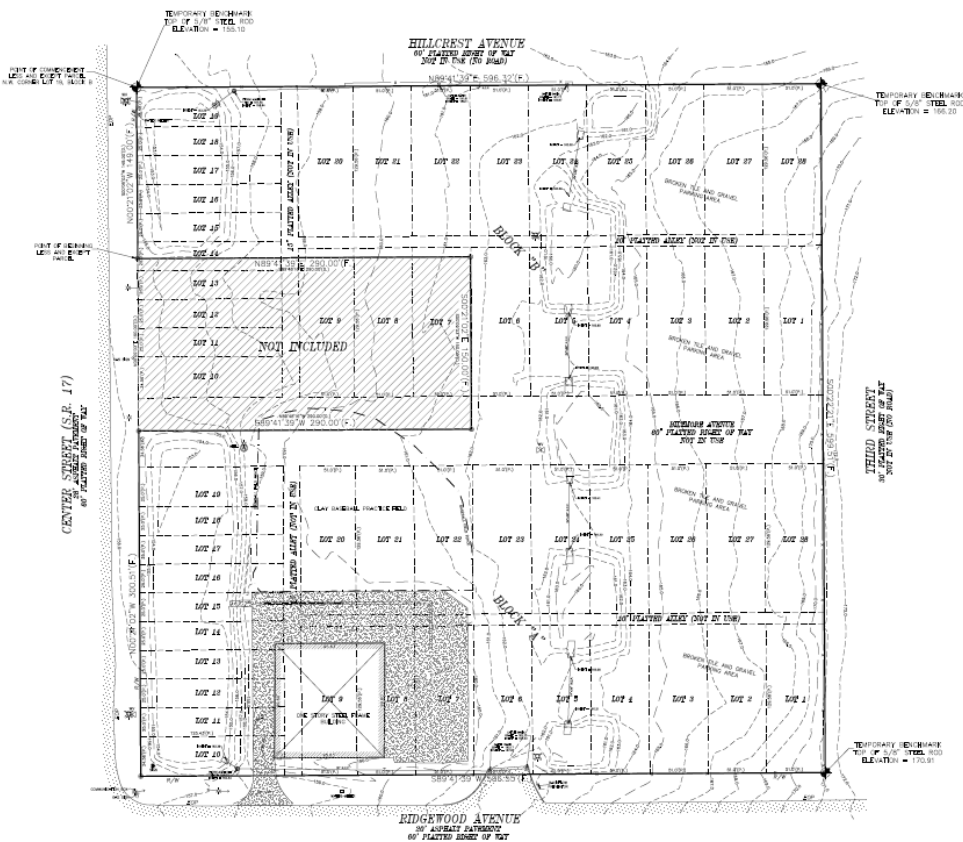
#### Attachments:

Location Map  
 Boundary Survey  
 Current Future Land Use Map  
 Current Zoning Map  
 Proof of Publication  
 Application for Right-of-Way Vacation

## LOCATION MAP



BOUNDARY AND TOPOGRAPHIC SURVEY  
CONTAINS 7.21 ACRES



Continues off the Northwest corner of Lot 19, Block 8, of Subject, according to the plat thereof as recorded in Plat Book 20, Page 4, Public Records of Polk County, Florida, Thence South 00°09'03" West, along the Westernly line of said Block 8 and the Eastern right of way line of S.R. 17, a distance of 149.00 feet to the Point of Beginning, Thence South 89°48'16" East, 290.00 feet, thence South 00°09'03" West, 150.00 feet, thence North 89°48'16" West, 290.00 feet to the said Eastern right of way line of S.R. 17, thence North 00°09'03" East, along said right of way line, 150.00 feet to the Point of Beginning.

- 1) North and the bearings shown herein are referenced to the North American Datum of 1983 (NAD 83). The survey was run by the Center Survey on Main from Main State Plane Coordinate System, World Mean Zone.
- 2) Legal description was furnished by owner.
- 3) Underlaid improvements, easements, boundaries and other matters affecting the land are shown on this survey.
- 4) Accretions based on North American Vertical Datum, 1988 (NAVD83) on Main from National Geodetic Survey benchmark IN3076 as published on the Maine Department of Transportation website.
- 5) Mobile easements are on the survey.
- 6) Aerial survey completed: 11/22/2021.
- 7) Not sold without the signature and the original related sale of a Maine landowner or their authorized agent. The survey is not to be used for reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 8) The sale of the aliquot is not intended to reflect the sale of the whole.
- 9) The survey relates to estates regarding easements or rights of possession.
- 10) This survey was prepared without the benefit of a title commitment. The surveyor is not responsible for any errors or omissions in the survey. The surveyor is not responsible for any errors or omissions in the survey. The surveyor is not responsible for any errors or omissions in the survey.

I HEREBY CERTIFY THAT THIS DRAWING CORRECTLY REPRESENTS THE RESULTS OF THE SURVEY SURVEY HAS BEEN MADE BY ME OR BY ANOTHER PERSON UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF KANSAS. I HAVE BEEN AWARE OF THE STANDARDS OF PRACTICE ADOPTED BY THE STATE OF KANSAS FOR THE REGULATION OF THE TIME AND CONDITIONS OF SERVICE, HOURS OF PROFESSIONAL SERVICE, AND THE QUALITY OF THE SURVEYING AND THE KANSAS ADMINISTRATIVE CODE, PURSUANT TO SECTION 47-2037, KANSAS STATUTES.

*[Signature]* 11/30/2010  
 \_\_\_\_\_  
 DATE TYPED ON DRAWING: 11/30/2010  
 KANSAS REGISTRATION NO. 8080

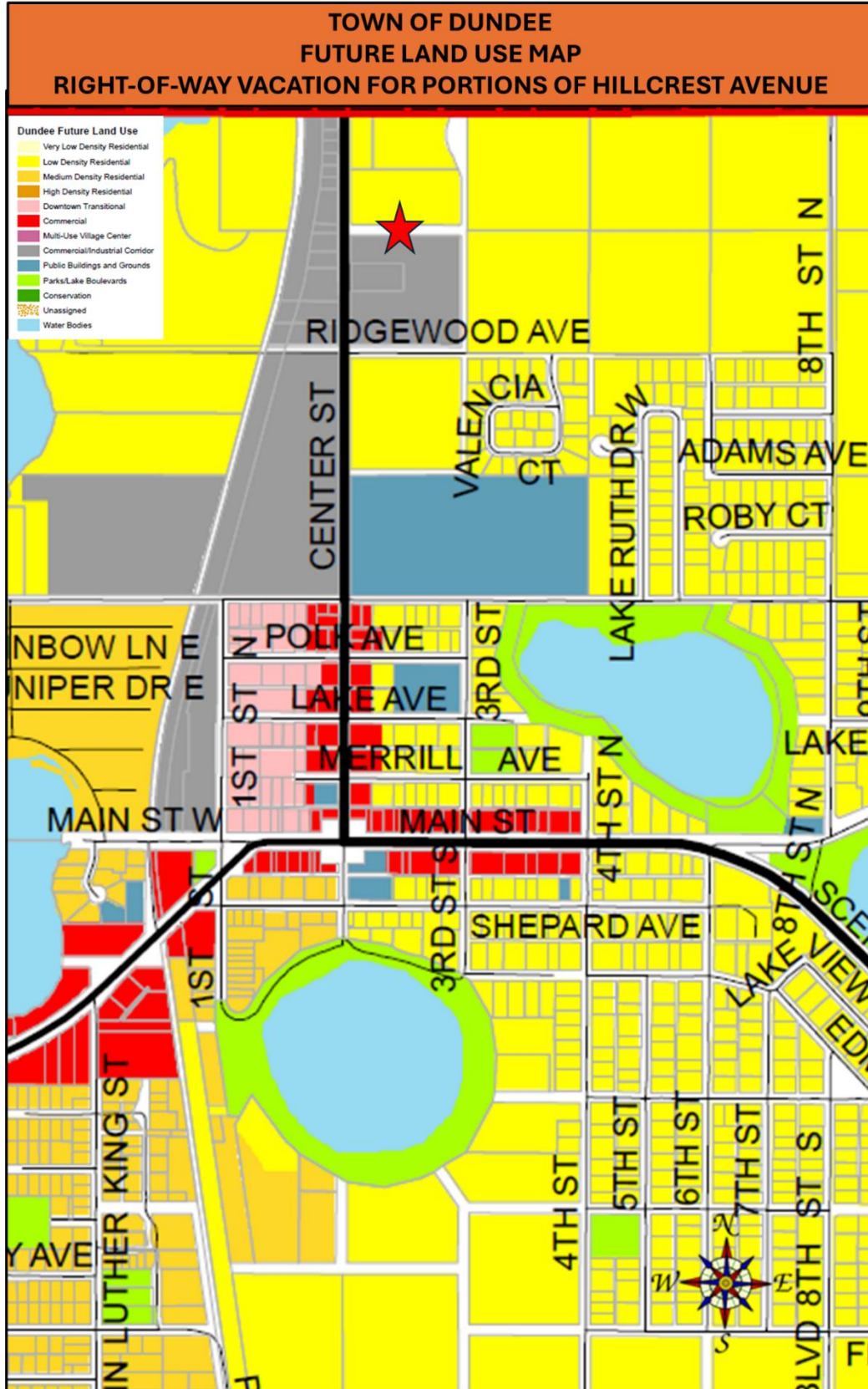
DATE \_\_\_\_\_  
 \_\_\_\_\_  
 EXPIRATION DATE: \_\_\_\_\_

3411 Fox Ridge Street  
Winter Haven, Florida 33884  
Phone: (863)216-4002  
Email: [jtdsurveyor@hotmail.com](mailto:jtdsurveyor@hotmail.com)

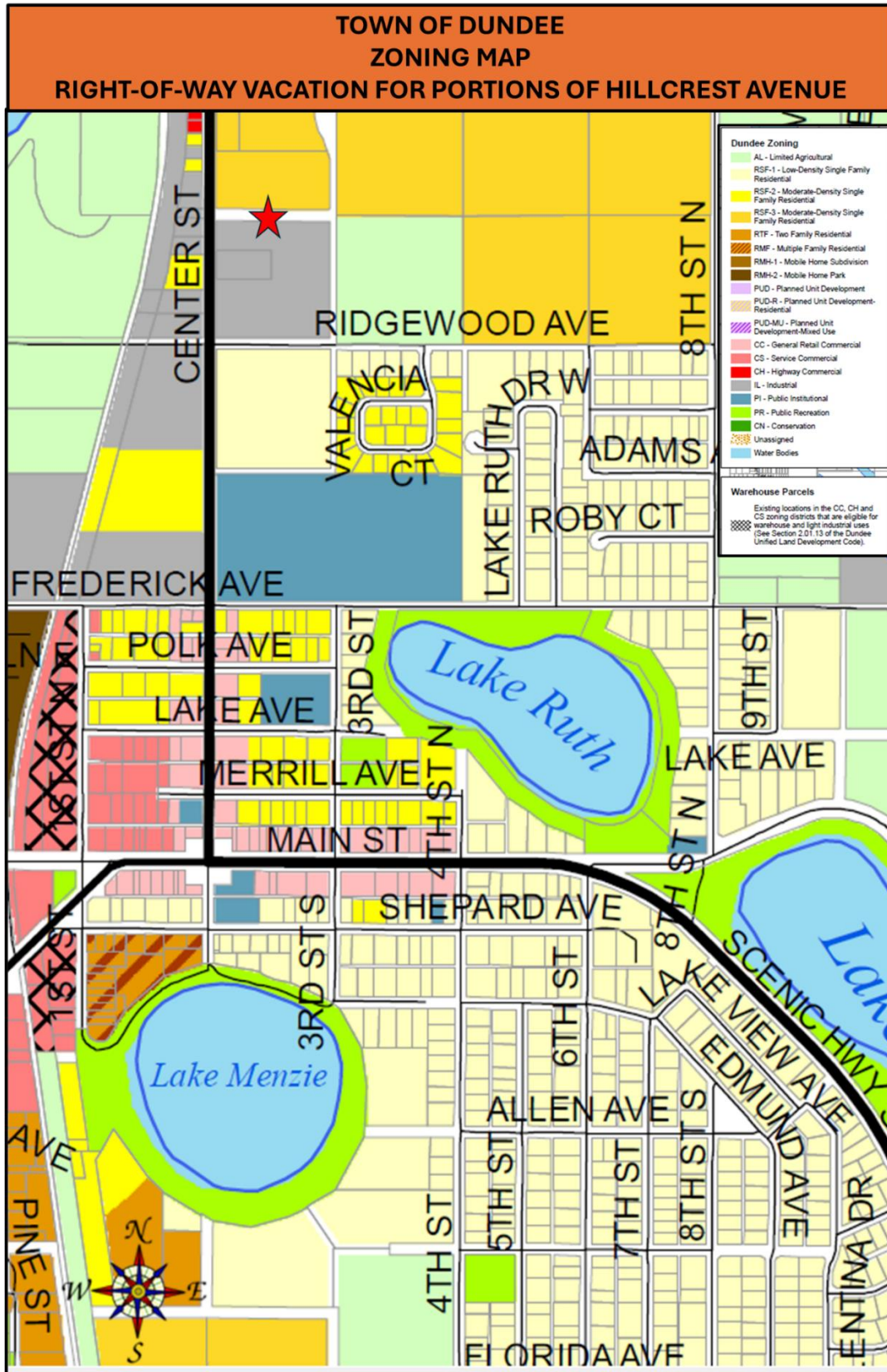


DRAWN BY  
 J.T.D.  
 CHECKED BY  
 T.D.  
 SCALE  
 1" = 40'  
 SHEET  
 1 OF 1  
 PAVING NUMBER  
 113021









# Application for Right-of-Way Vacation



## Town of Dundee

### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information.

#### SITE INFORMATION

Project Name: Ridgewood Avenue Mini Warehouse Total Acreage: 8.26  
 Site Address or General Location: 205 Ridgewood Avenue, Dundee  
 Present Use of the Property: Semitruck Parking/Automotive  
 Existing Structures Located on the Site: 9500 square foot building  
 Legal Description of the Property: See attached

#### PROPERTY OWNER:

Name: Crow Investments, LLC  
 Mailing Address: 346 East Central Avenue  
 City: Winter Haven State: FL Zip: 33880  
 Home/Mobile Phone: 863-324-3698 Email Address: loakley@cassidyhomes.com

#### APPLICANT/AGENT:

Name: John Bannon/Quiddity Engineering, LLC  
 Mailing Address: 1925 Bartow Road Suite 100  
 City: Lakeland State: FL Zip: 33801  
 Home/Mobile Phone: 863-207-5155 Office: 863-940-2040  
 Email Address: jbannon@quiddity.com

Applicant is: ☐ Owner ☒ Agent/Representative ☐ Purchaser ☐ Lessee

#### VACATION OF RIGHT-OF-WAY REQUEST:

Identify Affected Right-of-Way: Hillcrest Avenue  
 Metes and Bounds Legal Description of Right-of-Way: See attached  
 Nature and Purpose of Request: Vacate southern portion of Hillcrest Avenue

A statement substantiating the need and justification for the approval of vacation of right-of-way sought relative to the development and/or improvement of the Town: \_\_\_\_\_

Date Application Accepted by Town: \_\_\_\_\_

Project ID Number: \_\_\_\_\_

Application Fee Amount Paid: \_\_\_\_\_ Review Deposit Amount Paid: \_\_\_\_\_



## Town of Dundee

### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

#### PLEASE ADDRESS THE FOLLOWING:

1. Are there any known applicable portions of any current town plans for the use of the subject right-of-way, street, or alley? If so, please address this.  
No
2. Identify how abutting property owners will be affected by the proposed request.  
The abutting property owners will not be affected
3. What impacts will the request have on short-range and long-range public and private utilities? Please address if utilities are to be relocated.  
There will be no impacts
4. What impacts will the request have on short-range and long-range ingress and egress by private and public vehicles? Please address if alternative ingress/egress is proposed.  
There will be no impacts
5. What is the cost of relocating any public utility lines?  
No utility lines will need to be relocated

The Town will consider the cost and attendant responsibilities involved in maintaining utilities where improvements may be constructed over existing facilities. The Town also ensures that the rights of all franchised utilities are protected





# Town of Dundee

## Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

### STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Crow Investments, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

  
Signature of Owner

Lauren Schwenk, Manager  
Printed Name/Title of Owner

### OWNERS

Signature of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA  
COUNTY OF POLK

### OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2025, by Lauren Schwenk, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



  
Notary Public  
Notarial Seal and Commission  
Expiration Date 02/17/2028

Variance Application

Page 3 of 5



# Town of Dundee

## Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

### AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), John Bannon, Quiddity Engineering, LLC being duly sworn, depose and say that (I) (we) serve as Authorized Agent for the owner(s) (agent or lessee) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

### AGENT, LESSEE, OR BUYER(S)



Signature of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

John Bannon

Printed Name of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

### AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30 day of July, 2025, by John Bannon, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



STEFANIE N. ROWAN  
Notary Public  
State of Florida  
Comm# HH234285  
Expires 3/8/2026

  
Notary Public  
Notarial Seal and Commission  
Expiration Date

Variance Application

Page 4 of 5





## Town of Dundee

### Vacation of Right-of-Way Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

#### FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies.

Name: Lauren Schwenk Title: Manager

Company: Crow Investments, LLC

Company Address: 346 East Central Avenue

City/State/Zip Code: Winter Haven, FL 33880

Telephone Number: 863-324-3698

Email Address: loakley@cassidyhomes.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 29th day of July, 2025

[Signature]  
Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

Variance Application

Page 5 of 5

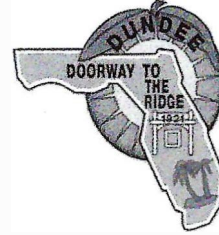




## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By:</b> John Vice, Public Works Director	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		PURCHASE OF SANITATION GARBAGE CARTS FOR INVENTORY RESTOCK			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		A motion to approve the purchase of one hundred fifty (150) 95-gallon sanitation garbage carts.			
<b>SUMMARY and/or JUSTIFICATION:</b>		The Public Works Sanitation Department is requesting approval to purchase 150 (95-gallon) garbage carts to replenish inventory for the replacement of damaged carts and to accommodate new development. Staff recommends purchasing the carts from Cascade Cart Solutions at a total cost of \$9,610.00, with an estimated four (4) week delivery lead time.			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>		<b>OTHER:</b> X	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Quote Form along with three quotes			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>					
<b>FISCAL IMPACT (if any):</b>		150 95-gallon garbage carts			\$9,610.00

**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 12/15/2025

DEPARTMENT: SANITATION DEPARTMENT

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: 150 CARTS RE-STOCK

Vendor Selected: ☒**VENDOR #1**

COMPANY NAME: CASCADE CART SOLUTIONS

CONTACT NUMBER: 813-352-4842

NAME OF REPRESENTATIVE: SHANE

PRICE: \$9,610.00

SHIPPING: INCLUDED IN PRICE

COMMENTS: 150 CARTS RE-STOCK 4 WEEK LEAD TIME W/ HOT STAMP

Vendor Selected: ☐**VENDOR #2**

COMPANY NAME: SCHAEFER PLASTICS NORTH AMERICA

CONTACT NUMBER: 704-588-2150

NAME OF REPRESENTATIVE: Brandon

PRICE: \$10,250.00

SHIPPING: INCLUDED IN PRICE

COMMENTS: 150 CARTS RE-STOCK 4 WEEK LEAD TIME W/ HOT STAMP

Vendor Selected: ☐**VENDOR #3**

COMPANY NAME: ULINE.COM

CONTACT NUMBER: 800-295-5510

NAME OF REPRESENTATIVE: Joshua

PRICE: \$16,955.00

SHIPPING: INCLUDED IN PRICE

COMMENTS: 150 CARTS RE-STOCK 4 WEEK LEAD TIME NO HOT STAMP

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathon Vice

DATE: 12/15/25

FINANCE DIRECTOR APPROVAL: Ad Barclay

DATE: 12/16/25

TOWN MANAGER APPROVAL: Kurt J. Carr

DATE: 12/17/25

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:



# PROPOSAL

Proposal# TD251203  
December 3, 2025

## QUOTE PREPARED FOR

Town of Dundee  
Johnathon Vice  
1500 Race St  
Dundee, FL 33838

## SHIP TO

Town of Dundee  
Johnathon Vice  
1500 Race St  
Dundee, FL 33838

## ITEM DESCRIPTION

9696397-10stk  
CART 96 GRN/Dundee/ LID GRN

## QUANTITY

150

## UNIT PRICE

\$52.00

## EXTENDED PRICE

\$7,800.00

Subtotal

\$7,800.00

Sales Tax (if applicable on Product)

NO

0.00%

\$0.00

Freight

1.00

\$1,810.00

\$1,810.00

Sales Tax (if applicable on Freight)

No

0.00%

\$0.00

Total

\$9,610.00

## DETAILS

Freight: Shipping into Dundee, FL

Wheel Size: Standard

Lead time: TBD - Approx 4-6 week

Payment Terms: NET45

Warranty: 10 year Non-Prorated

Quote Valid Until: 1/3/26

All applicable taxes to be paid by buyer unless tax exemption certificate is provided.

## PRESENTED BY

Shane Marco, Regional Sales Manager  
Cascade Engineering, Inc.  
4950 37th Street SE  
Grand Rapids, MI 49512  
(813) 352-4842 (cell)  
(616) 975-4902 (fax)  
[shane.marco@cascadeng.com](mailto:shane.marco@cascadeng.com)  
Please return acceptance to email above.

## ACCEPTED BY

Johnathon Vice

Date

Signature:



## Schaefer Plastics North America, LLC

10301 Westlake Dr  
 Charlotte, NC 28273  
 USA  
 Phone: (704) 588-2150



## QUOTATION

<b>Quote #:</b>	036097-1	<b>Requested by:</b>	Johnathan Vice
<b>Date:</b>	12/5/2025		
<b>Quote Expiration:</b>	1/2/2026	<b>Bill to:</b>	Town of Dundee, FL
<b>Terms:</b>	NET30		Dundee, FL 33838
<b>FOB:</b>	PPA		USA
<b>Lead Time:</b>	4 weeks, ARO & Artwork Approval	<b>Ship to:</b>	Town of Dundee, FL
			1500 Race Road
			Dundee, FL 33838
			USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	150	95Q.000	USD95Q 95 GALLON BAR CART: - DARK GREEN BODY AND LID - 10" PLASTIC WHEELS - BODY HOT STAMP (ARTWORK TO BE APPROVED BY CUSTOMER PRIOR TO PRODUCTION)  Body: DG1 Lid: LIDDG1	\$57.00	\$8,550.00
2	1	WTD.HOTSTAMP.PLATE	HOT STAMP PLATE - ONE-TIME FEE	\$350.00	\$350.00
3	1	FREIGHT	ESTIMATED FREIGHT, ACTUAL FREIGHT CHARGES WILL BE APPLIED ONCE INVOICED	\$1,350.00	\$1,350.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$0.00
Total					\$10,250.00

### Agreed and accepted by:

_____ Approved by:	_____ Name & Title
_____ 12/5/2025	_____ Date
_____ Date	_____ Date

All sales transactions are subject to Schaefer Plastics North America, LLC. – General Terms and Conditions of Purchase in effect at the time of sale, published on our websites: <https://schaeferwaste.com>.

\* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

\* Orders with custom hot stamps are non-cancelable



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

Item 10.

## PRICING REQUEST

REQUEST # PRA1567336

Thank you for your interest in Uline!

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

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

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
21453356			AVERITT EXPRESS	12/13/25	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
150	EA	H-1861G	RUBBERMAID® RECYCLING CONTAINER WITH WHEELS - 50 GALLON, GREEN  *APPROXIMATELY: 2.5 - 3.5 WEEKS.	110.00	16,500.00

SUB-TOTAL  
16,500.00

SALES TAX  
.00

SHIPPING/HANDLING  
455.00

TOTAL  
16,955.00

**NOTE:**

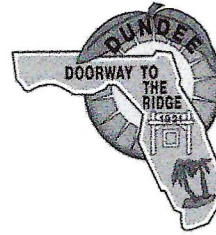
DELIVERY TIME 2 BUSINESS DAYS VIA AVERITT EXPRESS.  
ATTENTION: JOHNATHON VICE  
NEW: ORDER ONLINE AT [ULINE.COM/PRICINGREQUESTDETAIL](http://ULINE.COM/PRICINGREQUESTDETAIL)



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	January 13, 2026	<b>Submitted By:</b> Johnathon Vice, Public Works Director		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Development Services Building A/C replacement			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Staff recommends approval of the replacement of the 4 Ton A/C unit at the Development Services Building.			
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>Staff is requesting approval to replace one of the three A/C units at the Development Services Building. The unit in need of replacement is a 4-ton system that provides heating and cooling for approximately half of the lobby and office areas. The coils on this unit are dry-rotted and have deteriorated beyond repair.</p> <p>Staff has obtained three quotes for the replacement of this unit. While this expense was not a budgeted item, replacement is necessary to ensure proper cooling and heating of the facility prior to the summer months.</p>			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	X
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Quote Form with three vendor quotes			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
<b>FISCAL IMPACT (if any):</b>	Replacement of A/C Unit, air handler & thermostat			\$7,924.00

**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 12/10/2025

DEPARTMENT: Building Department

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: Replacement of 4 ton A/C unit + air handler + thermostat

Vendor Selected: ☒

**VENDOR #1**

COMPANY NAME: Richmond's Refrigeration & AC LLC

CONTACT NUMBER: 863-207-9984

NAME OF REPRESENTATIVE: Jack

PRICE: \$7,924.00

SHIPPING: N/A

COMMENTS: Replacement of 4 ton A/C unit + air handler + thermostat

Vendor Selected: ☐

**VENDOR #2**

COMPANY NAME: Brown's A/C INC

CONTACT NUMBER: 727-378-8521

NAME OF REPRESENTATIVE: Jeff

PRICE: \$11,300.00

SHIPPING: N/A

COMMENTS: Replacement of 4 ton A/C unit + air handler + thermostat

Vendor Selected: ☐

**VENDOR #3**

COMPANY NAME: Premier Heat and Air

CONTACT NUMBER: 863-221-0893

NAME OF REPRESENTATIVE: Phil

PRICE: \$10,500.00

SHIPPING: N/A

COMMENTS: Replacement of 4 ton A/C unit + air handler + thermostat

DEPARTMENT DIRECTOR/SUPERVISOR: *Laguaine Petersen*

DATE: 12/11/25

FINANCE DIRECTOR APPROVAL: *A Barclay*

DATE: 12/11/25

TOWN MANAGER APPROVAL: *David G. Carr*

DATE: 12/11/25

ADDITIONAL COMMENTS: \_\_\_\_\_

SOLE SOURCE JUSTIFICATION: \_\_\_\_\_



## Proposal

Jack Richmond  
 270 W Cummings St Lake Alfred, FL 33850  
 (863)207-9984  
 RichmondRefrigeration@gmail.com  
 CAC1820280

11/27/2025

To: Town Of Dundee

Location	Job Name	Payment terms	Quote Good Through
Permit Office	AC Repalcement	Due on receipt	12/27/2025

Qty	Description	Unit price	Line total
	<p>Furnish and install 4ton heat pump split system with 5kw heat strips. Reattach duct work, electrical, and drainage. Pressurize system and leak check. Start system and check operation.</p> <p>Note: Not responsible for removal and reinstallation of drop ceiling.</p>		
		<b>Total</b>	<b>\$7924</b>

## ***JACK RICHMOND***

All material is guaranteed to be as specified. All work is to be completed in a professional workman like manner according to standard practice. Any alterations or deviations involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, or other delays beyond our control. Owner to carry fire, tornado, and hurricane insurance. Our employees are fully covered by Workman's Compensation Insurance.



BROWN'S A/C INC

Brownsacoffice@gmail

## Estimate

**ADDRESS**

Town Of Dundee Permit Office

**ESTIMATE #** 1037**DATE** 12/05/2025

ACTIVITY	QTY	RATE	AMOUNT
<b>Install 4 Ton Straight Cool Grand Aire Split System</b>	1	11,300.00	11,300.00
Install 4 Ton heat pump Grand Aire Split System			
Install 10 kw Electric heat			
Install supply plenum with heatshield			
Install adjustable Air Handler stand			
Install New UV resistant copper lines			
Install secondary Aux. Drain pan			
Install 2 new safety float switches			
Install 150 MPH hurricane pad			
Install new Digital thermostat and wire			
Install PVC drain line			
Install locking Refrigerant caps			
Unit comes with a 10-year parts and 1-year LABOR warranty			
Browns A/C registers all equipment for warranty			
TOTAL			<b>\$11,300.00</b>

Accepted By

Accepted Date

**ESTIMATE**

Premier Heat and Air  
P.O. Box 81  
Haines City, FL 33845

inquiries@premierheatandair.com  
+1 (863) 221-0893  
premierheatandair.com



Bill to  
Dundee Permit Office

**Estimate details**

Estimate no.: 1048  
Estimate date: 11/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1		Install	4 ton 16 SEER2 heat pump condenser + air handler 5kW auxiliary heater 150 mph pad Programmable thermostat misc. material and supplies labor	1	\$10,500.00	\$10,500.00
Total						\$10,500.00

Accepted date

Accepted by



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>		January 13, 2026		<b>Submitted By:</b> John Vice, Public Works Director	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>		EVENT STAGE RENTAL CONTRACT			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)		A motion to approve the Mobile Event Stage Rental Agreement, limiting rentals to municipal and county agencies only.			
<b>SUMMARY and/or JUSTIFICATION:</b>		<p>Public Works Director Johnathon Vice is proposing a contract for the rental of the Town of Dundee's mobile event stage, which was purchased in 2024. At the time the stage was approved by staff and the Commission, it was discussed that the Town would allow other municipalities or Polk County to rent the stage, similar to the Town's past practice of renting a stage from Polk County.</p> <p>Staff has prepared a draft of the proposed rental contract for the Commission's review and approval. Renting the stage would provide an additional revenue source for the Town, and limiting rentals to other municipalities or the County would help ensure the stage is properly handled and protected from damage.</p> <p>Revenue generated from stage rentals will be allocated to the Town's Parks and Recreation Department.</p>			
<b>SELECT, if applicable</b>		<b>AGREEMENT:</b>		<b>BUDGET:</b>	
		<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
		<b>EXHIBIT(S):</b>		<b>OTHER:</b>	
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Mobile Stage Rental Contract (draft)			
<b>SELECT, if applicable</b>		<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>					
<b>FISCAL IMPACT (if any):</b>					\$0.00



# Town of Dundee

Item 12.

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330

## PORTABLE STAGE RENTAL AGREEMENT

Applicant First & Last Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State of issuance: \_\_\_\_\_ DOB: \_\_\_\_\_

Organization Name (If applicable): \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## RENTAL INFORMATION

(setup and tear down included in price)  
All renters must provide a copy of their insurance

Name of Event: \_\_\_\_\_

Event Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Delivery Time: \_\_\_\_\_

Pick up Date: \_\_\_\_\_ Pick up Time: \_\_\_\_\_

Rental Length: \_\_\_ 4hours \_\_\_ 8hours \_\_\_ 12hours \_\_\_ Other (\_\_\_ hours)

Wording for additional insured  
must read:

Town of Dundee  
202 E Main Street  
Dundee Fla, 33838

## RENTAL RATES

**\$70.00 per hour with a minimum rental of 4-hour rental**

4-hours = \$280.00

8-hours = \$560.00

12-hours = \$840.00

Any additional hours will be charged at a rate of \$70.00 per hour. Early delivery will be charged a \$350.00 fee for setting up the day prior to the event if the Town of Dundee schedule permits.

Applicant Must provide a map for set up location and conditions. Applicants will also make sure there are no obstructions to include overhead utilities, low hanging tree limbs, and awnings. Applicants will also have power source on site for delivery and set up.

## RENTAL CANCELLATION AND REFUND POLICY

Item 12.

### Addition to the Town Policies:

**A** – Refunds may be requested for rentals of all facilities that the Town of Dundee elects to make available for reservation. All refund requests will be processed by the Town of Dundee; Refund requests must be submitted by email ([events2@townofdundee.com](mailto:events2@townofdundee.com)) no later than 15 business days prior to such rental date.

**B** – Rental Refund Schedule:

1. Rental Refund request made 15 days or more prior to the event date shall be eligible for full refund, minus a \$30.00 processing fee.
2. Rental Refund requests made 14-10 days prior to the event date shall be eligible for a refund of half the total amount of the rental.
3. Rental Refund requests made 9 or less days prior to the event date WILL forfeit entire amount paid for rental.

**C** – Inclement weather/ facility failure – in cases where weather does not allow for use of facility or there is circumstance with the facility that makes it unusable, a full refund or a credit for makeup date may be issued by the Town of Dundee upon approval of the Town Manager.

**ALL REFUNDS WILL BE MAILED AND PROCESSED BY CHECK**

### **HOLD HARMLESS AGREEMENT NO PROMOTION SHOULD BE INITIATED UNTIL SIGNED AGREEMENT APPROVAL**

Applicant agrees to, and will at all times, indemnify, save and hold harmless the Town of Dundee, its officers, agents and employees from all liability, claims, demands, damages and cost of every kind and nature, including attorney fees at trial or appellate levels and all court cost arising out of injury to or death of persons, and damage to any and all property including loss of use thereof, resulting from or in manner arising out of or in connection with activities or use of the mentioned facilities on this contract arising out of its relationship with Town of Dundee, excepting only liability resulting from the negligence of the Town of Dundee. The applicant will, at the request of the Town of Dundee, defend and satisfy any and all suits arising from its use of the premises.

Applicant will at own expense keep in force during the term of this agreement, insurance from an insurance company licensed in the state of Florida and rated AA, class VIII, @ or better by A.M BEST required insurance will evidenced by a certificate of insurance including: Comprehensive liability insurance with a minimum limit of one million dollars per occurrence combined single limit to include: Premises Personal injury Operations TOWN OF DUNDEE must be listed as additional insured party

By signing this agreement, the applicant is stating that they have received and read the portable stage rental policy and agree to abide by these policies and stipulations set forth by Town of Dundee. The applicant also agrees to be responsible for the repairs of any damages accrued during rental.

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_