



TOWN COMMISSION MEETING AGENDA

AMENDED

February 11, 2025 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 11, 2025

A. January 28, 2025, Town Commission Meeting Minutes

B. Canvassing Board Member Appointment(s)

- Jackie Nichols
- Amanda Barclay
- Melissa Glogowski

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. BLACK HISTORY MONTH PROCLAMATION

NEW BUSINESS

- 2. Discussion & Action, Community Redevelopment Agency Presentation
- 3. Discussion & Action, Ordinance No. 25-01, Amending Section 18-1 of the Code of Ordinances of the Town of Dundee, FL - 2ND Reading
- 4. Discussion & Action, Resolution No. 25-03, Requiring State Legislature to adopt a Public Records Exemption for election staff and code compliance officers.
- 5. Discussion & Action, Resolution No. 25-05, A Declaration of Emergency as to Certified Accountant (CPA) services to and for the Town of Dundee.
- 6. Discussion & Action, Resolution No. 25-04, Establishing an Auditor Selection Committee.
- 7. Resolution 25-06, Sol Vista Subdivision Final Plat Petition
- 8. Discussion & Action, requesting a Resolution to change the current speed limit of 40 to 35 mph on Lake Marie Road.
- 9. Discussion & Action, Carpet Replacement

REPORTS FROM OFFICERS

Polk County Sheriff's Office
Dundee Fire Department
Town Attorney
Department Updates
Town Manager
Commissioners
Mayor

ADJOURNMENT

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

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



TOWN COMMISSION MEETING MINUTES

January 28, 2025, at 6:30 PM

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

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

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 – Sgt. Carlos Raymondi

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Pugh

Vice-Mayor Goddard

Mayor Pennant

ABSENT

A motion to excuse Commissioner Quarles was made by Vice Mayor Goddard, seconded by Commissioner Pugh.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Michelle Thompson expressed her concerns for Commissioner Quarles. She said she was curious about the status of the minutes being posted. She said she understands staff turnover. She went on to speak about her concerns about the seating of seat two. She spoke about campaigning in a public meeting.

Annette Wilson asked Commissioner Pugh to remove her hat.

Marissa Green said she was elated that (SGR) Strategic Government Resources would be leading the search for the next Town Manager and provided supporting commentary on their performance.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JANUARY 28, 2025

The minutes being reviewed include minutes from the following meeting(s):

A. MINUTES**1. January 14, 2025, TC Regular Meeting**

A motion was made to approve the minutes on the consent agenda by Vice Mayor Goddard, seconded by Commissioner Pugh.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

B. AGREEMENTS

1. 2025 Election Administrative Agreement
2. 2025 Election Site Agreement
3. Civic Plus Annual Contract Renewal
4. Boring Sophos Renewal Agreement - Pricing

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

A motion was made to approve the agreements and pricing on the consent agenda by Commissioner Richardson, seconded by Commissioner Pugh.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

NEW BUSINESS**APPROVAL OF AGENDA**

Mayor Pennant asked the Town Manager if there were any changes to the agenda. The Town Manager noted the following changes:

- Items 8, 7, and 5(backup) were added to the agenda.

A motion to approve the agenda with changes was made by Vice Mayor Goddard, seconded by Commissioner Pugh.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

1. DISCUSSION & ACTION, STRATEGIC GOVERNMENT RESOURCES

Mr. Doug Thomas with (SGR) Strategic Government Resources, provided a detailed presentation to the commission outlining their process and methodology for assisting the Town of Dundee in recruiting and selecting a new Town Manager. He explained the recruitment process, expectations and addressed any questions or concerns.

Mayor Pennant opened the floor for public comment.

Annette Wilson inquired if the process could take longer than (3) three months to find a new Town Manager.

Mayor Pennant asked if the length of the process was subject to the commission taking their time to choose a candidate. Mr. Thomas stated it could depend on the commission's availability.

Kevin Kitto stated that if the commission wanted a good manager, they would have to open the checkbook and realistic.

John Mikash questioned – you’re going to market this all over the state, study Dundee, and look at the budget to see what you can afford. He said he’s not sure you need to go all over the United States. He went on to say there’s a good pool of people in Florida before asking the salary range.

Marissa Green stated - yes, we need to fairly compensate the next town manager but also be mindful of the Town’s budget. She said while our peers in the county pay a certain level, we’re not at the same population count. We are a town that is growing, as more houses are added, more revenue is coming into the town. She went on to say, that if the commission, intends on paying the new town manager more money, then make sure there’s a plan to compensate all staff.

Vice Mayor Goddard – inquired if Ombudsman services would be provided by the SGR.

Commissioner Pugh spoke about the climate in Dundee. She stated the Town needs someone who can understand the aspirations, needs and concerns of the residents and provide outreach and education. She went on to say the new Town manager would need to listen to the residents.

Town Manager Davis spoke about the pool of managers in SGR’s network interested in their services.

Commissioner Richardson said she was impressed with the level of detail provided by Mr. Thomas and said she looks forward to working with them.

Mayor Pennant closed the floor to public comment.

A motion to proceed with the agreement between SGR and the Town of Dundee for a not to exceed the price of \$25,650.00 for the 2025 Town of Dundee Town Manager search by Vice Mayor Goddard, seconded by Commissioner Pugh.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

2. DISCUSSION & ACTION, FY 2023/2024 AUDIT REVIEW

Town Manager Davis provided the analysis. The town has received an updated report from Mike Brynjulfson, of Brynjulfson CPA, providing updated information on the 2023/2024 Audit which outlines his findings for the Town.

Town Manager Davis informed the commission that the auditor is currently out of town and will be here to present in three to four weeks. Mayor Pennant inquired, for clarity purposes, that the audit is complete. Town Manager Davis stated the audit is complete before proceeding with her report. She stated the audit was filed on Tuesday, January 28, 2025, and presented the findings to the commission.

- Bank reconciliations
- Payroll related liabilities
- Internal control over financial reporting
- Accounts receivable and Customer deposit reconciliations

Town manager Davis further shared there were recommendations provided which were not findings.

- Restricted Cash Monitoring- restricted cash monitoring should occur basis this is now occurring on a monthly base
- Water Loss-Dundee is pumping more water that we have not been able to account for, the water department is looking into this issue
- Developer Deposits-Developer deposits are collected as a liability but not transferred to the revenue side. This will be part of the monthly restricted cash monitoring moving forward

- Audit Completion- Audit not completed by June 30, 2024
- Polk County Impact Fee Collections & Remittance-The town short paid the county, the Town sent the additional monies, but the county did not agree with the calculations which they returned. The Town has since worked out a spreadsheet to better explain, and the county has agreed to accept the funds. Also, the funds should be sent by the 15th of each month, which will be monitored.
- Direct Purchases – During the purchase from a vendor, material was returned, and the town was shorted a refund and the Town is still owed monies.

The Mayor opened the floor for public comment.

Naeem Ali – asked how many auditors the Town has had. He said during this time there were several mayors and town managers and the Town, if not mistaken, has always ended up in the red. Town Manager Davis responded, it was possibly ten or twelve years ago but the Town is not in the red now. Mr. Ali went on to say he believes Town Manager Davis has done a wonderful job along with Mayor Pennant and has brought the community to where it now has a surplus. He said this audit shows no problems have arisen. He went on to say, since Ms. Davis has resigned and she is a part of SGR's email list, perhaps the commission should extend the offer of Town Manager to Ms. Davis and pay her the additional monies.

Michelle Thompson said she appreciated the effort put into completing the audit and asked when the next audit would be completed. It was communicated that the 2023/2024 audit is due by June 30th, 2025.

Randy Dowd commended the commission for the veteran's memorial and suggested a flag be added for first responders – firemen, police, they are the ones taking care of us now.

Mayor Pennant thanked Mr. Dowd and closed public comment.

Commissioner Richardson stated she had no doubt that the audit would get done and asked when the letter came from the auditor. Town Manager Davis stated it was received this morning and provided to the commission this evening.

3. DISCUSSION & ACTION, COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

Town Manager Davis provided the analysis.

The Town has been under partnership with the County for CDBG Grants since 2020. Polk County has presented this amendment for consideration for the Federal Fiscal Years 2024, 2025 and 2026 to continue to receive grants through the county program.

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

A motion to move forward the current partnership between the county and the town with the Community Development Block Grant agreement was made by Commissioner Pugh seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

4. DISCUSSION & ACTION, UTILITIES DEPARTMENT ENCLOSED TRAILER

Town Manager Davis provided the analysis.

The Utilities Department has obtained quotes for a 7 x 16-foot Nationcraft enclosed trailer, as approved in the FY 2024-2025 budget. In compliance with Senate Bill 712, a significant percentage of the collection system must be inspected annually, with expenditures reported for necessary repairs or replacements. These inspections assess pipe conditions to minimize infiltration and inflow (I&I), leaks, and overflows. The "TV" system provides visual documentation for recordkeeping. The enclosed trailer will house the camera and TV system required to perform these inspections effectively.

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

A motion to approve the purchase of an enclosed trailer for storage and transportation of camera equipment for a cost not to exceed \$8,487.99 was made by Vice Mayor Goddard, seconded by Commissioner Pugh.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

5. DISCUSSION & ACTION, DEVELOPMENT SERVICES BUILDING STORM REPAIRS CHANGE ORDER #1

Town Manager Davis provided the analysis.

Staff received a Change order for the repairs at the Development Service Building. An increase in the proposed price of \$7,896.20, brings the new project total to \$130,874.28. The Contractor has included a scope of work with the change order to explain the work for the building.

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

A motion to approve Change Order #1 for the Development Services Building was made by Vice Mayor Goddard, and seconded by Commissioner Pugh.

Voting in favor: Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

6. DISCUSSION & ACTION, POLICIES, PROCEDURES REGARDING CIVILITY & DECORUM

Attorney Seth Claytor provided the analysis.

At the January 14, 2025, Commission Meeting, Assistant Town Attorney, Seth Claytor advised the commission that policies and procedures in civility and decorum would be presented at the next regular meeting.

Mayor Pennant stated some of the procedures are already followed by the commission but perhaps sometimes they are more liberal. He said he concurs with the letter, and it would be useful to inform residents who may be attending commission meetings for the first time.

Town Manager Davis said this is something the Town clerk can mark up and revise. Attorney Claytor responded, yes with approved policies and procedures.

Vice Mayor Goddard stated the letter could be placed with the agendas for those entering the meeting.

Town Manager Davis suggested it be placed in the lobby.

Commissioner Richardson suggested the letter be attached to the agenda.

A consensus for the clerk to move forward with bringing back to the commission some formal rules and policies for adoption and create a courteous notice to be placed with the agenda and posted was had amongst the commission.

Commissioner Pugh said the letter needs to be related to everyone, not just the residents and businesses who come here to be a part of our processes. As a commission, we need to take heed and participate in positive decorum and not run-off folk who may consider moving to the town that may want to be a part of and learn about the decision-making processes. She went on to say, "We are elected officials" and the public may hold us accountable.

Mr. Kampsen asked about the workshops. Attorney Claytor stated the workshops would be applicable if the commission decided it would be advantageous.

Tamera Grand stated she likes decorum, rules, guidelines, and procedures because sometimes people don't behave appropriately and there have not been any consequences for those who misbehave.

Mayor Pennant closed the floor for public comment.

It was the consensus of the Town Commission to direct the Town Clerk to work with the Town Attorney to draft and prepare an example letter for consideration.

7. DISCUSSION, 2024 DUNDEE FIRE DEPARTMENT ANNUAL REPORT

Fire Chief Carbone provided the presentation and review.

Fire Chief Carbone spoke – to clear the air, yes, my heart is with the fire department but that doesn't mean the same energy and passion into the interim position as he's done at the fire department.

Notable accomplishments were:

- Purchase New mini pumper
- Paint exterior of fire station
- Complete fire inspections on 100% of commercial buildings
- Complete NFPA required pump test on all trucks with 100% pass rate
- Increase Staffing levels to 3 fulltime firefighters per shift
- Promote 2 engine company lieutenants
- Increased staffing to 3 firefighters per shift
- Increased staffing to 3 firefighters per shift

Future goals for the fire department are:

- *Continue to increase staffing*
- *Plan, design, and build Fire Station 2 in South Dundee*
- *Purchase new Quint style fire truck for station 2*
- *Provide Advanced Life Support Services to the residents of Dundee*
- *Purchase a second set of turn out gear for each firefighter for cancer prevention*
- *Purchase Lucas Chest compression devices*
- *Improve ISO Rating to Class 2*

8. DISCUSSION, STRATEGIC EXIT PLAN

Town Manager Davis provided the analysis.

The Town manager has executed a strategic plan to assist staff in the transition of management while maintaining the accountability of each department. The plan highlights the ongoing expectations of each division and its execution.

Town Manager Davis addressed the commission – Department heads fall into a level of distrust when they think their projects won't be completed. She said when she started in this role, she did not have a playbook and wanted to leave a playbook behind. She said this plan would help with the advertising and pitch for SGR's brochure before deferring to staff to speak on a few items concerning their departments.

Fire Chief Carbone- fire engine repaired, applications for state funding, reimbursement grants, live fire training, and hydrant testing in the town.

Public Works Director Vice – replacement of the Lake Marie walking trail bridge, purchase of new grapple truck, stormwater issues, install park equipment.

Mayor Pennant inquired about the repair of the speed bumps. Director Vice stated it is on the list for repair after the splash pad, due to the heavy trucks.

Human Resources Director Barclay – distribution of policy handbooks to all employees and accountability efforts and partnership with Career Source Polk.

Finance Director Jessica Bell – 2023/2024 Audit in a timely matter, helping directors with outstanding projects to help with the budget and purchasing, and customer service classes for staff.

Development Director Lorraine Peterson – new planning and zoning applications linked to the website, future land use and zoning maps also updated to the website, planning and zoning fee sheet uploaded to the website.

Building Official Bob Lane – New roof, new permit tech, hot water heat added to the building, and a new building inspector.

Library Director Lynette Torres – replacing the countertop with study space, replacing the book drop insert, and replacing the carpet with tile.

Director of Code Enforcement Vermalyn Williams – revisit some of the codes such as parking, and community initiatives to educate the community.

There was a consensus amongst the commission to bring back information on a (CRA) Community Redevelopment Agency. Commissioner Pugh gave a brief explanation of what a CRA is and does.

Town Clerk Erica Anderson – Assistant Town Clerk, Charter Review, Visioning Board.

Public Utilities Director Tracy Mercer – Wastewater treatment plant permit renewal, wastewater masterplan, Winter Haven Dundee interconnect, (PRWC) Polk Regional Water interconnect, (PSA) Public Supply Annual Report, GIS mapping, and lift stations.

Discussion ensued concerning the water in Dundee. Mayor Pennant encouraged everyone, if they see anyone at a fire hydrant taking water, to call the authorities.

Town Manager Davis thanked the Mayor and Commission for listening to the staff's department plans.

9. DISCUSSION, DUNDEE CENTENNIAL YEAR IN REVIEW

Town Manager Davis presented a review of Dundee's Centennial Year.

The Town of Dundee celebrated 100 years in 2024 and will hear a review of the highlights from our Centennial year.

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Assistant Town Attorney Claytor, read the following into record: The Town of Dundee Town Manager has resigned from office effective February 7, 2025; and, pursuant to Sec. 4.03(b) of the Charter of the Town of Dundee, the Town Commission may appoint a qualified administrative officer to serve as interim town manager until the TC Regular Meeting, January 28, 2025, at 6:30 p.m.

position is filled. Pursuant to Florida law, such an *ex officio* designation imposing the duties of one office on another office, rather than on the specific individual who serves in such office, does not violate the provisions of *Article II, section 5(a), Florida Constitution*.

***Article II, section 5(a), Florida Constitution* was manifestly fashioned to ensure that multiple state, county, and municipal offices will not be held by the same person.**

Pursuant to applicable Florida law, it has been a long-recognized rule in the State of Florida that a legislative designation of an officer to perform *ex officio* the function of another office does not constitute holding two offices at the same time, provided the duties imposed are consistent with those being exercised.

Bob Kampsen – The town of Dundee went through the same issue several years back with the Fire Chief stepping in as town manager.

Department Updates

Town

Manager

Town Manager Davis thanked the commission, staff, and community for all they've given her, five years, it has been awesome. She again thanked the commission for the opportunity to serve as town manager, saying, "I think I'm a better manager and person because of the time spent here in Dundee." She invited everyone out to the community center on Friday, February 7th at 5:30 p.m. for a farewell get-together.

Commissioners

Commissioner Richardson acknowledged the sheriff's department and the residents in attendance. She went on to say, siblings have issues and though, "we've had our issues, it turned out well." She said, "I've always told you, you have the gift of wisdom", and to see the strategic plan tonight. She said, it was a Jeremiah 1:12 moment, God watched over His word to perform it. She said what she heard tonight was reformation, reformation in employees, in the town and it is very powerful, a vision, and to see it manifested here tonight – "hats off to you." She wished Manager Davis the best.

Commissioner Pugh said she knows of Erica's experience from the City of Haines City, she was there for several years and was successful there, regardless of what some may think. There was a comment earlier about the agenda minutes, that was directed at the town clerk – to the commission, the residents, when we bring on new staff it is our responsibility to support them not cause them to be fearful of what someone may say about them. I have great respect for the work Erica has done in our neighboring city and believe she will be successful at Dundee, and she hopes that Erica and any other new staff will feel supported.

Vice Mayor Goddard thanked everyone for coming out to the meeting. He said he is sorry to see the town manager leave but knows she's going on to a new career. He wished Town Manager Davis the best, and good health and thanked her for all she's done for the town and helped them achieve even the exit strategy. He said he was the one who pointed out she was handling two jobs at the same time, and he knew what that did to the audit. So, to come here and see that the audit is completed, we know what to do for this year. Looking at the ledger, you'd think Dundee is going downhill and it's not so. He went on to thank Chief Carbone and let him know he has the commission's support so, keep up the good work. He thanked the mayor and commissioners.

Mayor Pennant said he would not say goodbye to Ms. Davis. He said, "When I see you leave, then I'll say goodbye." He went on to say, "If you're not serious about work, don't have anything to do with her. Because sometimes I don't feel like going, but she's dragging me along, sometimes we put in (7) seven days for the week." He thanked Town Manager Davis for her service over the years and for making Dundee a better place. He went on to say he cannot express how much he appreciates Ms. Davis.

Assistant Attorney Claytor thanked Town Manager Davis and said you've left the town better than you found it.

ADJOURNMENT at 9:38 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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Town of Dundee

Item B.



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Canvassing Board
Name: Jacquelyn V Nichols
Address: 308 Lewis Ct
Phone: 863 557 2744
Email Address: JacN58@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?
good listener, experience with signature cleaning

Can you commit to attending the schedule of meetings? yes
What date are you available to start? ASAP
How long have you been a resident of the Town? 3 yrs
Have you ever applied for membership or served on any boards in the Town? YES NO
If so, which board and year: Visionary Board 2024

Applicant Signature: Jacquelyn Nichols Date: 2-9-25

FOR OFFICE USE ONLY:
Received by Erica Anderson Date 2/11/2025
Date reviewed by Mayor & Town Commission: _____ Approved _____
Disapproved _____

PROCLAMATION



WHEREAS, Black History Month dates back to 1926 and observes African American achievements; and

WHEREAS, Black History Month celebrates the achievements and contributions of African Americans in the United States; and

WHEREAS, Black History Month’s intent is not only to increase the knowledge of black history in black communities, but also to spread information to American society as a whole; and

WHEREAS, all members of the nation are affected by black history because it is a part of American history, which should be celebrated by everyone; and

WHEREAS, Black History Month has become a symbolic time period in which the appreciation and celebration of African Americans begins every year and continues all year; and

WHEREAS, various celebrations will be held throughout the State of Florida in honor of Black History Month.

NOW, THEREFORE, I, Mayor Sam Pennant, on behalf of the Town Commission of the Town of Dundee, do, hereby, proclaim the Month of February 2024 as:

BLACK HISTORY MONTH

in our community and call upon the people of the Town of Dundee to recognize this special observance with appropriate ceremonies and activities.

In Witness Whereof, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 11th day of February 2025.

Sam Pennant, Mayor

Attest:

Erica Anderson, Town Clerk



TOWN COMMISSION MEETING

February 11, 2025, at 6:30 PM

-
- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** CRA Community Redevelopment Agency presentation from Boswell and Dunlap Attorney Drew Crawford.
- STAFF ANALYSIS:** At the January 28, 2025, regular Town Commission Meeting, the commission requested for Assistant Town Attorney, Seth Claytor to provide information at the next upcoming meeting concerning the (CRA) Community Redevelopment Agency process for further consideration.
- STAFF RECOMMENDATION:** At the will of the commission.
- ATTACHMENTS:** Presentation by Boswell and Dunlap Drew Crawford.

**POLK COUNTY
REVIEW PROCEDURES FOR ESTABLISHING
COMMUNITY REDEVELOPMENT AREAS AND REDEVELOPMENT
PLANS AND/OR AMENDMENTS**

*Adopted by the Polk County Board of County Commissioners
in the regular meeting, July 18, 2000*

*Amended by the Polk County Board of County Commissioners
in the regular meeting, June 20, 2001*

*Adopted by the Polk County Board of County Commissioners
in the regular meeting, October 6, 2004*

This procedure outlines the review and comment process that Polk County staff should follow to assure that the creation of any Community Redevelopment Agency (CRA) or any CRA plan, and amendments thereto, comply with the provisions of the Community Redevelopment Act of 1969, Chapter 163.330, et. seq., Florida Statutes.

The review will pertain to the following departments:

- 1) County Manager's Office
- 2) County Attorney's Office
- 3) Budget and Management Services (BMS)
- 4) Planning Division
- 5) Housing and Neighborhood Development Division
- 6) Polk County Property Appraiser's Office (PAO)
- 7) Polk County Planning Commission - for information purposes

NOTICE REQUIREMENTS:

Public notices on proposed action, as outlined in Chapter 163.346, F.S., shall include:

- 1) Notices pursuant to sections 125.66(2) and 166.041(3), F.S.; and
- 2) At least 15 days prior to the specified proposed action, notices shall be mailed by registered mail to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area.

DELEGATION OF AUTHORITY AND POWER:

- 1). After fulfilling the requirements of section 163.355, F.S., where the municipality makes its Finding of Necessity, or after presenting a basis upon which the finding will rely, the municipality will declare, by resolution, the necessity to establish a community redevelopment area. The proposed area will be defined by an acceptable written legal description and include a list of parcels to be in the CRA to ensure consistency between the legal description and the list of parcels in the CRA boundaries. The legal description must be so complete that from it, without reference to any source other than a source recorded in the public record, the boundary can be determined. Quasi public records such as property appraiser parcel numbers may be used to enhance the description, but the description should not wholly rely on any reference not recorded in the public record. The municipality shall then request that the Board of County Commissioners (BoCC or Board) delegate specific community redevelopment authority and powers to the municipality, as is required at section

163.410, F.S. The municipal request should be in the form of a resolution including which year is to be the base year for the CRA.

- 2). Upon receipt by the BoCC, the County Manager's Office will forward the request to the Planning Division, who will coordinate the review process.
- 3). The Planning Division will forward copies of the request to the County Attorney for comment on the consistency with the Florida Statutes and with BoCC policy regarding redevelopment, and to the PAO, for assurance of a proper legal description and map of the proposed community redevelopment area. The Planning Division will review the request to determine the reasonableness of the area boundaries.
- 4). The Planning Division will send copies of the request to BMS, to the Housing and Neighborhood Development Division and to the Planning Commission.
- 5). After receiving comments from the other departments, the Planning Division will prepare its report/recommendation and the BoCC agenda request memorandum. In preparation for the BoCC meeting, the County Attorney's Office will coordinate preparation of the proposed resolution, which will delegate specific community redevelopment authority to the municipality within the specific area and define the terms of the delegation; and will present said resolution for Board consideration and approval. **Unless otherwise provided in the delegating resolution, Board delegation to a municipality will not include delegation for final approval of the community redevelopment plan (Redevelopment Plan), delegation to establish the accompanying trust fund, and/or delegation of authority for future amendments to the plan. These powers will remain with the County.**
- 6). The Board, in its discretion, may delegate to a municipality final approval authority for the Redevelopment Plan, final approval for the accompanying trust fund, and/or authority to approve future amendments to the plan. If such delegation is given it will be designated in the delegating resolution.

If there are problems or questions with the municipal efforts to comply with section 163.335 F.S. (The finding of necessity), with the proposed community redevelopment area boundaries, with the legal description/map, or with the slum and blighted designation, the Planning Division will contact the municipality to discuss and rectify the problem issues prior to BoCC consideration of the delegation resolution.

- 7). After the BoCC takes affirmative action on the resolution delegating specific community redevelopment authority and powers to the municipality, the Planning Division will transmit the certified resolution to said municipality. The time frame from receipt of request to BoCC action will be approximately eight weeks assuming there are not any major issues to be resolved.

- 8) Following completion of the Finding of Necessity, the governing body of the municipality shall declare by resolution the need for a Community Redevelopment Agency and will establish, by ordinance, a Board for the Agency, as per the BoCC delegating resolution, before any further community redevelopment activities can proceed. This Board shall be established pursuant to s. 163.356 or s. 163.357, F.S, unless otherwise provided in the delegating resolution. The development of a proposed Redevelopment Plan can then be pursued. The municipality must follow all adoption procedures and requirements for the Redevelopment Plan provided at section 163.360, F.S.
- 9) If a Community Redevelopment Agency seeks to establish a community redevelopment trust fund, pursuant to section 163.387, F.S., the Community Redevelopment Agency Board will submit a list of each parcel, by parcel identification number, that is within the community redevelopment area to the Planning Division, PAO, the County GIS, and the County Surveyor (a legal description is not sufficient). The County GIS and the PAO will verify the parcels within the area's legal description and prepare to code the parcels appropriately when a base year and a trust fund are established if not previously requested by the municipality. The base year is that year immediately prior to the effective date of the ordinance, as ordained by the BoCC or municipality, if so delegated, establishing the trust fund. If there are discrepancies between the legal description and the parcel list, the Planning Division will work to resolve the issues.
- 10). If and where required by the Board's delegating resolution, the proposed community Redevelopment Plan or any amendments thereto will receive approval or denial review from the BoCC. If the Community Redevelopment Agency desires the governing body to establish a trust fund, this action will be taken by the BoCC, unless otherwise delegated in the Resolution.

Note: Prior to initiating any amendments, if approval is required, it is advisable to first coordinate any proposed amendments to the community redevelopment area boundaries or Redevelopment Plans with the Polk County Planning Division at 863-534-6084.

AMENDMENTS TO A COMMUNITY REDEVELOPMENT AREA:

- 11). If and where required by the Board's delegating resolution, in the event that the municipality seeks to expand the boundaries of an existing community redevelopment area, the relevant procedures, above, shall be followed, including the establishment of a Community Redevelopment Agency Board for the expanded area, if necessary. (Though a municipality may have an existing Community Redevelopment Agency Board, if a new area is proposed, which does not include the existing community redevelopment area, or existing CRA boundaries are proposed to be expanded, the governing body of the municipality must fulfill the procedures above, before proceeding with other community redevelopment activity.)

Note: It is recommended that the Polk County staff be given an opportunity to review the proposed Redevelopment Plan before the city adopts the Redevelopment Plan. This early review can provide an opportunity to rectify any problem areas that may be in the plan.

WHERE REQUIRED, COUNTY APPROVAL OF THE REDEVELOPMENT PLAN AND AMENDMENTS AND THE ESTABLISHMENT OF A TRUST FUND :

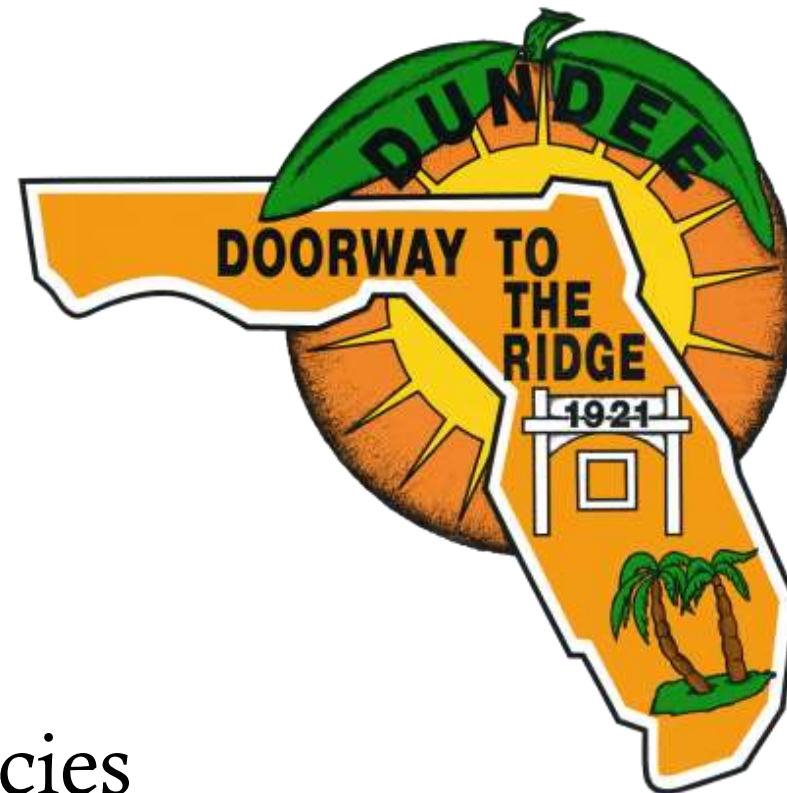
- 12) After rendering municipal approval of a proposed plan, it is ready for BoCC consideration. The municipality shall submit five copies of their proposed Redevelopment Plan (or plan amendments) to the County Manager and request BoCC approval of the Plan. This submittal may also include the request that the BoCC, as governing body, establish a redevelopment trust fund. (The municipality should submit, if it hasn't done so already, to the PAO its list of parcel I.D., numbers for properties within the community redevelopment area.)
- 13). The Planning Division shall coordinate the review with BMS, the County Attorney's Office and Housing and Neighborhood Development. A courtesy copy of the Redevelopment Plan shall be transmitted to the Planning Commission. The review period shall be approximately eight weeks. The review shall consist of :
 - a). Whether the Plan conforms with section 163.362 F.S., regarding the prescribed contents of the Plan, including an equitable and reasonable relocation policy for displaced residents.
 - b). Whether the Plan is consistent with applicable comprehensive plans; and
 - c) Fiscal implications of projected tax increment financing and other revenues and proposed capital improvement projects.
- 14). Comments from BMS, the County Attorney's Office, and Housing and Neighborhood Development shall be submitted to the Planning Division, who will prepare a report/recommendation and the BoCC agenda request. The County Attorney's Office shall prepare the resolution to approve the Redevelopment Plan and the ordinance establishing the trust fund. All notices required under law (specifically s. 163.346, F.S.) will be facilitated by the County Attorney's Office.

If the Redevelopment Plan cannot be approved as submitted, the Planning Division shall contact the municipality to discuss and rectify the problem issues.
- 15). If and where required by the Board's delegating resolution, the BoCC will conduct a public hearing on the Redevelopment Plan and/or amendments to the plan and will approve the plan and/or amendments by resolution. The BoCC will conduct a public hearing to consider approval of the ordinance establishing the redevelopment trust fund. The approval of the Redevelopment Plan and establishment of the redevelopment trust fund can occur

concurrently or at different times. However, the Redevelopment Plan must be approved by the BoCC prior to BoCC action on the trust fund. Also, the PAO should have reviewed the list of parcel identification numbers prior to any required BoCC action on the trust fund. The Planning Division shall notify the municipality of the BoCC actions.

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TOWN OF DUNDEE, FLORIDA



CRA 101:

Community Redevelopment Agencies

CRA 101: “REDEVELOPMENT”

- “Redevelopment” means Undertakings, Activities, or Projects for:
 - **Elimination and Prevention of the Development or Spread of Slums and Blight**
(including slum clearance, rehabilitation, and conservation)
 - **Reduction or Prevention of Crime**
 - **Provision of Affordable Housing to Residents of Low or Moderate Income**

§ 163.340(9), Fla. Stat. (2024)

CRA 101: “COMMUNITY REDEVELOPMENT AREA”

- A “Community Redevelopment Area” is a:
 - **Slum Area;**
 - **Blighted Area;** or
 - **An Area in which there is a Shortage of Affordable Housing**

***Note:** For new CRAs created after July 1, 2006, a “Community Redevelopment Area” may **NOT** consist of more than **80%** of a municipality*

§ 163.340(10), Fla. Stat. (2024)

CRA 101: “COMMUNITY REDEVELOPMENT PLAN”

- CRA activities must be stated in a comprehensive planning document called a “**Community Redevelopment Plan**”
- A “Community Redevelopment Plan” must:
 - Be **complete** and include land acquisition, demolition, redevelopment projects, improvements, and rehabilitation plans to be carried out;
 - Provide for **affordable housing**, or say why affordable housing isn’t addressed; and
 - Provide for **community policing innovations**, if any.

§ 163.360(2), Fla. Stat. (2024)

CRA 101: INCREMENT REVENUE

- Redevelopment is funded by **Increment Revenue** which is a special payment made annually by the **county** and **municipality** based on the increase in the overall property value of the community redevelopment area
- As overall property value increases, increment revenue increases

***Notes:** For new CRAs created after July 1, 2002, a CRA may only receive increment revenue for “a period not to exceed **40 years**” after the fiscal year when the first CRA plan is approved. Also, for new CRAs created after June 7, 2007, increment revenue: (a) can be **limited** if there are differences between county and city millage rates; and (b) can be **capped** at any time after year 24.*

§ 163.387, Fla. Stat. (2024)

CRA 101: CREATING A NEW CRA

First Requirement: “Finding of Necessity”

- Community redevelopment powers may only be exercised after the “governing body” adopts a resolution, supported by **data and analysis**, which makes a legislative finding that the proposed Community Redevelopment Area is **slum area** or a **blighted area**.

***Note:** The terms “slum area” and “blighted area” are specifically defined in Florida law and expert help is required to generate the “data and analysis” report necessary to support adoption of a Finding of Necessity resolution.*

§ 163.355, Fla. Stat. (2024)

CRA 101: CREATING A NEW CRA

Second Requirement: Community Redevelopment Agency “Charter” Ordinance

- A “Community Redevelopment Agency” or a “CRA” is a **public instrumentality** and a **dependent special district** created by **ordinance** of the “governing body”
- The creation ordinance (the “Charter”) must appoint a **Board of Commissioners** between 5 and 9 members
- In many cases, **elected officials** may also serve as members of a CRA Board of Commissioners

§§ 163.356, 163.357, Fla. Stat. (2024)

CRA 101: EXERCISE OF REDVELOPMENT POWERS IN COUNTIES WITH HOME RULE CHARTERS

- In any county with a **home rule charter**, statutory redevelopment powers shall be exercised exclusively by the governing body of the **county**.
- However, the governing body of the county may, by resolution, **specifically delegate** the exercise of statutory redevelopment powers within municipal boundaries to the **governing body of the municipality**.

§ 163.410, Fla. Stat. (2024)

Step 1:
Hire a **credible** consulting firm to:
(a) **identify** the proposed redevelopment area; and
(b) **begin** obtaining and **analyzing data** to support a resolution for a *Finding of Necessity*

Step 2:
Negotiate with county officials to obtain a *Delegation of Authority* by either an interlocal agreement or by an official county resolution

Step 3:
Adopt:
(a) a **Finding of Necessity resolution**;
(b) **ordinances** to create the new CRA and establish the CRA's trust fund; and
(c) a **resolution** articulating the CRA's community redevelopment plan

CRA 101: STARTUP TIME AND COSTS





- **Consulting Fees** for studies to determine if a finding of necessity is warranted, to articulate the data and analysis supporting a finding of necessity, and to draft a redevelopment plan:
 $\pm \$75,000 \leq \text{to} \Rightarrow \pm \$120,000$
- **Legal Fees** for review of consulting studies, negotiating and drafting of interlocal agreements if appropriate, and drafting of appropriate resolutions and ordinances:
 $\pm \$5,000 \leq \text{to} \Rightarrow \pm \$15,000$
- It can take anywhere between **18 months** and **24 months** to complete startup of a new CRA.



DISCUSSION? / QUESTIONS?



THANK YOU

-  W.A. "Drew" Crawford
-  863-533-7117
-  drew@bosdun.com
-  www.bosdun.com/Government-Law.aspx



TOWN COMMISSION MEETING

February 11, 2025, at 6:30 PM

AGENDA ITEM TITLE: Discussion & Action, Ordinance No. 25-01, Amending Section 18-1 of the Code of Ordinances of the Town of Dundee, FL - 2ND Reading

SUBJECT: Election Qualifying Period

STAFF ANALYSIS: The Town of Dundee 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. 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.

It is the regular practice of municipalities in Polk County, Florida to permit qualifying during the seventh week prior to election which, in terms of days, is described as the period beginning at 12:00 noon on the 50th day prior to the election and ending at 12:00 noon on the 46th day prior to the election. In addition, Section 99.093, Florida Statutes (2024), imposes an election assessment equal to 1 percent of the annual salary of the office sought; and

The purpose of Ordinance No. 25-01 is to harmonize Section 18-1 of the *Code of Ordinances of the Town of Dundee, Florida* with the Town's general and ordinary election practices by determining and setting the dates for the qualification period for filing petitions and a written notice of candidacy with the designated official.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: At the will of the commission

ATTACHMENTS: Ordinance No. 25-01

ORDINANCE NO. 25-01

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO ELECTIONS; AMENDING SECTION 18-1 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA; ESTABLISHING DATES FOR THE QUALIFYING PERIOD FOR THE ELECTION OF TOWN COMMISSIONER AND MAYOR AND THE DEADLINE FOR SUBMITTALS OF COMPLETED QUALIFICATION PACKAGES; RESERVING THE ABILITY OF THE TOWN COMMISSION TO DETERMINE AND SET BY RESOLUTION THE DATES FOR THE QUALIFYING PERIOD FOR A SPECIAL ELECTION OF TOWN COMMISSIONER AND MAYOR AND THE DEADLINE FOR SUBMITTALS OF COMPLETED QUALIFICATION PACKAGES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; REQUIRING PAYMENT OF ANY FILING FEE OR ELECTION ASSESSMENT AT THE TIME OF QUALIFYING; PERMITTING THE TOWN CLERK TO ACCEPT AND HOLD QUALIFYING PAPERS SUBMITTED NOT EARLIER THAN 14 DAYS PRIOR TO THE BEGINNING OF THE QUALIFYING PERIOD; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, as provided in section 166.021(3), Florida Statutes (2024), the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, Section 5.02 of the *Charter of the Town of Dundee, Florida* states that “Candidates for the office of town commissioner or mayor shall qualify for such office by the filing of a written notice of candidacy with the designated official at such time and in such manner as may be prescribed by ordinance;” and

WHEREAS, it is the regular practice of municipalities in Polk County, Florida to permit qualifying during the seventh week prior to election which, in terms of days, is described as the

period beginning at 12:00 noon on the 50th day prior to the election and ending at 12:00 noon on the 46th day prior to the election; and

WHEREAS, Section 99.093, Florida Statutes (2024), imposes an election assessment equal to 1 percent of the annual salary of the office sought; and

WHEREAS, the Town Commission of the Town of Dundee, Florida desires to harmonize Section 18-1 of the *Code of Ordinances of the Town of Dundee, Florida* with the Town's general and ordinary election practices by determining and setting the dates for the qualification period for filing petitions and a written notice of candidacy with the designated official, by reserving the ability to determine and set the dates for the qualification period for a special election by further resolution or ordinance, by requiring that any filing fee or statutory election assessment be collected by the Town Clerk at the time of qualifying, and by permitting the Town Clerk to hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 25-01** 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. 25-01** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT 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. Amendments to the Code of Ordinances of the Town of Dundee.

The *Code of Ordinances of the Town of Dundee, Florida* is amended as set forth in **Exhibit 'A'**, a copy of which is attached hereto and incorporated herein, to amend Section 18-1 thereof.

Section 3. Conflicts.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent necessary to give this **Ordinance No. 25-01** full force and effect.

Section 4. 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 5. Codification.

It is the intent of the Town Commission that the provisions of **Exhibit ‘A’** to this Ordinance shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The new provisions in **Exhibit ‘A’** attached to of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word. The implementing sections of this Ordinance, Sections 1, 2, 3, 4, 5 and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance. Regardless of whether such inclusion in such codes is accomplished, sections of this ordinance may be renumbered or re-lettered and the correction of typographical or scrivener’s errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

Section 6. 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*, was enacted and further amends Section 166.041(4), Florida Statutes, by amending the applicable exemptions from the *business impact estimate* requirement(s).

In this instance, this **Ordinance No. 25-01** is enacted and necessary to maintain

consistency with *Chapters 97-106, Florida Statutes*, which is titled and known as the *Florida Election Code*. As such, pursuant to Section 166.041(4)(c)1, Florida Statutes (2024), **Ordinance No. 25-01** is an ordinance required for compliance with federal or state law or regulation and does not require a *business impact estimate*.

Section 7. Effective Date.

This Ordinance shall become effective immediately upon its passage and adoption

INTRODUCED AND PASSED, on First Reading with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 14th day of January, 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 ____ day of _____, 2025.

TOWN OF DUNDEE, FLORIDA

Mayor – Sam Pennant

Attest:

Town Clerk – Lita O’Neill

Approved as to form:

Town Attorney – Frederick J. Murphy, Jr.

ORDINANCE NO. 25-01
EXHIBIT 'A'

AMENDMENT TO THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE,
FLORIDA

In this Exhibit, underlined text is proposed new text and ~~strikeout text~~ is text proposed to be deleted. In the interest of brevity, the omission of unamended text from this Exhibit is intentional and indicated using an ellipsis.

Sec. 18-1. - Nominating candidates by petition; acceptance of candidacy.

- (a) Candidates for the respective offices of town commissioner and of mayor in each election shall be nominated by petition, and there shall be no primary or mass meeting for such purpose.
- (b) Such petition shall in each case be filed with the town clerk ~~not later than 40~~ during a qualifying period beginning at twelve noon 50 days prior to the time of holding such election and ending at twelve noon 46 days prior to the time of holding such election and shall:
 - (1) Contain the name of each candidate;
 - (2) Specify as to each candidate that the candidate is nominated for either the office of town commissioner or mayor, as the case may be; ~~and~~
 - (3) State that the candidate possesses the qualifications required for members of the town commission or mayor; and-
 - (4) Be accompanied by any filing fee or election assessment imposed by general law or local ordinance.
- (c) Such petition shall contain not less than 15 signers. Each elector may subscribe to one nomination for each of the offices to be filled and no more.
- (d) Any person whose name has been submitted for candidacy by such petition shall file with the town clerk ~~not less than 35 days before the election~~ a written acceptance of such candidacy before the end of the qualifying period, which acceptance shall state that, if elected, he will qualify and serve in such office during the term for which he is elected. The town clerk shall, after receiving such acceptance, make and deliver to such candidate a written certificate acknowledging receipt of such acceptance and stating the date of its filing. If any candidate shall fail to file such acceptance before the end of the qualifying period, or if the number of elector subscriptions on file at the end of the qualifying period is less than 15, or if any filing fee or election assessment imposed by general law

or local ordinance is not timely paid by the end of the qualifying period, his name shall not appear upon the ballot.

- (e) The town commission may, by resolution or ordinance, determine a different qualifying period for any special election.
- (f) Notwithstanding the dates of any applicable qualifying period, the town clerk may accept and hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period, to be processed and filed during the qualifying period.



TOWN COMMISSION MEETING

February 11, 2025, at 6:30 PM

AGENDA ITEM TITLE: Discussion & Action, Resolution No. 25-03, Requiring State Legislature to adopt a Public Records Exemption for election staff and code compliance officers.

SUBJECT: A resolution to adopt a Public Records Exemption for election staff and code compliance staff, in support of the (FACC), Florida Association of City Clerks.

STAFF ANALYSIS: The (FACC) Florida Association of City Clerks Board of Directors is considering how to pursue legislation to provide public records exemptions for the personal information of current Municipal Clerks and employees who perform elections work as well as code compliance officers. The association is asking for the support and enactment of all cities in Florida to adopt this resolution

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Resolution 25-03

RESOLUTION NO. 25-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MEMORIALIZING ITS SUPPORT FOR A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS, MUNICIPAL EMPLOYEES PERFORMING DUTIES RELATED TO MUNICIPAL ELECTIONS, AND MUNICIPAL EMPLOYEES PERFORMING DUTIES RELATED TO MUNICIPAL CODE ENFORCEMENT TO THE STATE LEGISLATURE TO ENACT LEGISLATION IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF MUNICIPAL EMPLOYEES AND THEIR FAMILIES; 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 INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR 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, Town staff performing duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, the Town clerk, as well as other municipal clerks, often administer elections with the help and assistance of other Town staff, and municipal election workers have been targeted for threats and violence due to their duties and responsibilities arising out of the sensitive nature of the materials and information which are the subject of a municipal election; and

WHEREAS, municipal clerks are often involved in quasi-judicial legal enforcement proceedings in and/or for violations of applicable municipal codes and ordinances and, as a result of the adversarial nature of such proceedings, municipal clerks have experienced acts of retaliation and threats by respondents/defendants; and

WHEREAS, pursuant to applicable Florida law, public records exemptions are available for local personnel who either investigate, enforce, or otherwise provide a service that can result in adversarial and/or contentious interactions; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that, when quasi-judicial enforcement proceedings are commenced, municipal clerks and certain municipal employees are at a greater risk of retaliation and need greater protection(s); and

WHEREAS, the Florida Association of City Clerks is concerned for the safety and well-being of municipal clerks and municipal employees who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this **Resolution No. 25-03**; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-03** 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 **Resolution No. 25-03** is intended to promote, protect, and improve the public health, safety, and general welfare of the employees, 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 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. 25-03**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. Commission Support.

The Town Commission of the Town of Dundee, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and municipal employees who perform municipal elections work or have any part in the code enforcement processes and/or functions.

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. 25-03** which includes, but shall not

be limited to, directing and authorizing a certified copy of this **Resolution No. 25-03** to be sent and delivered to Governor Ron DeSantis, Senator Colleen Burton, and Representative Scott Franklin, the Ridge League of Cities, and the Florida League of Cities (FLC).

Section 4. Administrative Correction of Scrivener’s Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-03** 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. 25-03** 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. 25-03** are repealed to the extent necessary to give this **Resolution No. 25-03** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-03** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-03**, 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. 25-03**, 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. 25-03** 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. 25-03** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-03** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-03**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-03**, 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. 25-03** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 11th day of February, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



TOWN COMMISSION MEETING

February 11, 2025, at 6:30 PM

AMENDED

AGENDA ITEM TITLE:	Discussion & Action, Resolution No. 25-05, A Declaration of Emergency as to Certified Accountant (CPA) services to and for the Town of Dundee.
SUBJECT:	A resolution for the selection of a new CPA Firm.
STAFF ANALYSIS:	Circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee, Florida
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Resolution 25-05

RESOLUTION NO. 25-05

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO CERTIFIED PUBLIC ACCOUNTANT (CPA) SERVICES TO AND/OR FOR THE TOWN OF DUNDEE; MAKING FINDINGS; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND EXECUTING AN AGREEMENT WITH BRYNJULFSON CPA, P.A., TO PROVIDE CERTIFIED PUBLIC ACCOUNTANT SERVICES TO THE TOWN OF DUNDEE, FLORIDA.

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, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, did not renew its agreement with the Town of Dundee Auditor for the FY 2023-24; and

WHEREAS, on Tuesday, February 11, 2025, the Town Commission of the Town of Dundee, Florida, at a duly notice public meeting, approved *Town of Dundee Resolution No. 25-04* (the "Resolution"); and

WHEREAS, pursuant to Section 218.391 and 218.39, Florida Statutes (2025), the Resolution established auditor selection procedure(s) in order to select and/or engage an auditor for the Town's annual financial audit for FY 2023-2024; and

WHEREAS, pursuant to applicable Florida law, the Town's annual financial audit for FY 2023-2024 must be completed on or before June 30, 2025; and

WHEREAS, Brynjulfson CPA, P.A., possesses institutional knowledge of the

Town's financial condition; and

WHEREAS, Brynjulfson CPA, P.A., has more than twenty (20) years experience in performing financial audit(s) and related services for governmental agencies in the State of Florida to include, but not to be limited to, performing previous financial audit(s) and related services for the Town; and

WHEREAS, as a direct result of the Town's imminent need for competent and adequate financial accounting services, Brynjulfson CPA, P.A., has offered to provide certified public accountant services to and/or for the Town of Dundee for purposes of the financial audit for FY 2023-2024; and

WHEREAS, pursuant to *Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida* (hereafter the "Code"), which is entitled *source selection*, an "emergency purchase" means a procurement made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizen.

WHEREAS, on February 11, 2025, in an effort to meet its FY 2023-2024 financial reporting requirements and preserve its ability to receive certain state and federal funding opportunities, Brynjulfson CPA, P.A., has prepared a contractual engagement and applicable fee structure (the "Agreement") for the Town of Dundee, Florida; and

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

WHEREAS, the Town Commission acknowledges that the Town has an immediate need for the emergency preparation of its FY 2023-2024 financial audit; and

WHEREAS, on February 11, 2025, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to direct and authorize the Town Manager to take any and all necessary further action(s) in order to negotiate, approve, and enter into the Agreement with Brynjulfson CPA, P.A., for certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2023-2024 financial audit to and/or for the Town of Dundee in order to ensure the Town of Dundee satisfies all applicable requirements and preserves all applicable funding opportunities; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges and agrees that the certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2023-2024 financial audit constitutes an emergency purchase made in order to resolve a situation which is germane to the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee; and

WHEREAS, pursuant to *Section 2-159(3)b of the Code*, the Town Commission acknowledges, agrees, and finds that any delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its residents, and/or the general public; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-05** 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 **Resolution 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 RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-05**, 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. 25-05**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. Emergency Finding.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), finds that an "emergency" as defined in *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, exists as related to the imminent need for certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2023-2024 financial audit.

The Town Commission finds that, pursuant to *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its employees, its residents, and/or the general public.

Section 3. Authorization.

Accordingly, the Town Commission directs, authorizes, approves, confirms, and ratifies: (1) the Town Manager's actions in negotiating, approving, and executing on

behalf of the Town of Dundee, Florida, an agreement for certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2023-2024 financial audit; (2) the Town Manager's actions in negotiating and entering into an Agreement with Brynjulfson CPA, P.A., for certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2023-2024 financial audit to and/or for the Town of Dundee in accordance with the applicable fee structure provided therein (see **Exhibit "A"**); and (3) the Town Commission of the Town of Dundee, Florida, further waives the requirement(s) of strict compliance with the Town's procurement code for the emergency purchase of certified public accountant services which includes, but is not to be limited to, the emergency review and preparation of the Town of Dundee FY 2023-2024 financial audit.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-05** 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. 25-05** 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. 25-05** are repealed to the extent necessary to give this **Resolution No. 25-05** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-05** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-05**, 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. 25-05**, 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. 25-05** 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. 25-05** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-05** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this

Town of Dundee, Florida
Resolution No. 25-05
Certified Public Accounting Services

Resolution No. 25-05. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-05**, 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. 25-05** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 11th day of February, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

February 5, 2025

Honorable Mayor Sam Pennant
Town of Dundee
P.O. Box 1000
Dundee, FL 33838

Dear Mayor Pennant,

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide for the Town of Dundee, Florida.

We will perform the following services:

- Preparation of the basic financial statements of the Town of Dundee, Florida and the related notes to the financial statements and required supplementary information in accordance with generally accepted accounting principles (GAAP).
- If requested, assist in preparing the additional information required to prepare an Annual Comprehensive Financial Report.
- Preparation of the annual report to the State of Florida Department of Financial Services and the annual report to the Office of Economic and Demographic Research.
- Assist with year-end closing adjustments and audit preparation including the preparation of supporting documentation and responding to auditor and Town requests.
- Advisory and consultation on general accounting issues including, but not limited to, accounting for transactions, implementation or changes in accounting policies and implementation of new accounting pronouncements.
- Assist with various special projects, tasks or additional accounting services as necessary. Depending upon the nature and significance of these additional services, they may be governed by a separate supplemental engagement letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements. Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our financial statement preparation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Responsibilities of Management and Those Charged with Governance:

By your signature below, you acknowledge that management understands and agrees to assume all of the responsibilities stipulated in this section. Management is responsible for providing us with access to all information of which management is aware that is relevant to the preparation and presentation of the financial statements, such as records, documentation, and other matters, as well as additional information we may request for this engagement. Management will also provide us with unrestricted access to persons within the entity with whom we determine it necessary to communicate. You understand and agree that management is responsible for the accuracy and completeness of the records, documents, explanations, and other information provided to us, including management's significant judgments impacting the preparation and presentation of the financial statements.

As outlined in this letter, we will prepare your financial statements and may advise you about appropriate accounting principles and their application, but the final responsibility for the preparation of the financial statements in accordance with the financial reporting framework you selected, U.S. GAAP, remains with you. Also, as part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing and accepting the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. Management understands that the financial statements prepared in accordance with the terms of this letter will not be accompanied by a report; and agrees that the financial statements will clearly indicate that no assurance is provided on them.

In addition, you are responsible for establishing and maintaining a system of internal control, including monitoring ongoing activities. This includes designing, implementing, and maintaining a system of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error; as well as identifying and ensuring that the organization complies with the laws and regulations applicable to its activities. We will have no responsibility to identify and communicate deficiencies in your system of internal control as part of this engagement.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with laws and regulations that may have occurred. You understand and agree that you are responsible for preventing and detecting fraud.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Term:

This engagement letter shall remain in effect until terminated by either party. Either party may cancel this engagement letter upon thirty (30) days written notice to the other party.

Fee:

Our fees for these services are based on the amount of time required to complete each task. From time to time, you may ask us to estimate what a specific portion, or the entirety, of the services will cost. To aid you in planning, we will attempt to assist you by providing estimates upon request.

You understand that all such estimates are approximations based on our experience as accountants, and they are not and should not be taken as promises or guarantees.

The initial hourly charges are shown below and are adjusted annually on July 1 of each fiscal year at the year-over-year rate of change of the consumer price index for all urban consumers (CPI-U) as reported by the U.S. Bureau of Labor Statistics (<https://www.bls.gov/cpa/>).

Partner/shareholder	\$250
Senior Accountant	\$200
Accountant	\$160
Administrative/clerical	\$ 100

Our invoices will be rendered as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we have to terminate our services for nonpayment, or if you should elect to terminate our services for any reason, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Other Relevant Information

In accordance with the terms and conditions of this agreement, Town of Dundee, Florida shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, Town of Dundee, Florida releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenue or anticipated profits, or disclosure or communication of confidential or proprietary information.

By your signature below, you grant us permission to communicate directly with the Town auditors and to provide them with access to our workpapers. You have confirmed to us that these financial statements are intended primarily for use by the Town auditors and management. Should you require financial statements for other than the purpose specified in this letter, we require a separate engagement letter for such services. We do understand that the financial statements are public records as defined by Florida law, and we will comply with all pertinent provisions of the Florida public records laws, as further detailed below.

Public Records

The accountant must comply with public records laws, specifically to:

- 1) Keep and maintain public records required by the Town to perform in accordance with the terms of this agreement.
- 2) Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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 term of the Agreement and following completion of the Agreement if the Firm does not transfer the records to the Town.
- 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 Accountant or keep and maintain public records required by the Town to perform the service. If the Accountant transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Accountant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Accountant keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Accountant 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 ACCOUNTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ACCOUNTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS ERICA ANDERSON AT (863) 438-8330 ext. 258, EANDERSON@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.

If the Accountant 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.

Brynjulfson CPA, P.A. acknowledges that Section 287.133, Florida Statutes provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Brynjulfson CPA, P.A. has registered with the Homeland Security's E-Verify System and uses the system to verify that all employees hired after January 1, 2021 are citizens of the United States or are otherwise legally permitted to perform services in the State of Florida in accordance with F.S. § 448.095.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Town and accountant both agree that any dispute over fees charged by the accountant to the Town will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of Florida. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or the limits of liability set forth in section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

If circumstances arise relating to the condition of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk or material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment prevent us from completing our engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

Brynjulfson CPA, P.A. does not keep any original Town records, so we will return those to you at the completion of the services rendered under this engagement. When original records are returned to you, it is your responsibility to retain and protect your records for compliance with the Florida public records laws. Brynjulfson CPA, P.A. will otherwise comply with the public records law requirements specified above as to any records kept by it at the completion of the services.

This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

We appreciate the opportunity to be of service to the Town of Dundee, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
for Brynjulfson CPA, P.A.



Mike Brynjulfson, CPA
Brynjulfson CPA, P.A., President

Response:

This letter correctly sets for the understanding of **The Town of Dundee, Florida.**

By: _____ Date: _____

Title: _____



TOWN COMMISSION MEETING

February 11, 2025, at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion & Action, Resolution No. 25-04, Establishing an Auditor Selection Committee.
- SUBJECT:** A resolution to establish an Auditor Selection Committee.
- STAFF ANALYSIS:** The current Town of Dundee external auditor contract was not renewed by the Town Commission and has therefore expired with the conclusion of the fiscal year 2022-2023. Therefore, in accordance with Section 218.391 of the Florida Statutes and appointing members to serve.
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 25-04

RESOLUTION NO. 25-04

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE IN ACCORDANCE WITH SECTION 218.391 OF THE FLORIDA STATUTES AND APPOINTING MEMBERS TO SERVE THEREON AND PROVIDING FOR RELATED MATTERS; 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 INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR 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 of Dundee (the "Town Commission") recognizes the importance of an independent annual financial audit to ensure the proper use of public funds; and

WHEREAS, Section 218.391, Florida Statutes (2025), establishes procedures for the selection of external auditors to perform the financial audits required by Section 218.39, Florida Statutes (2025); and

WHEREAS, Section 218.391, Florida Statutes (2025), requires the Town Commission to establish an *auditor selection committee* and sets forth the requirements for an *auditor selection committee* and its composition; and

WHEREAS, pursuant to Section 218.391(2)(b), Florida Statutes (2025), the *auditor selection committee* must, at a minimum, consist of at least three (3) members, with one (1) member of the Town Commission, who shall serve as the chair of the committee; and

WHEREAS, pursuant to Section 218.391, Florida Statutes (2025), the primary purpose of the *auditor selection committee* is to assist the Town Commission in selecting an auditor to conduct the annual financial audit required in Section 218.39, Florida Statutes (2025); and

WHEREAS, in order to serve such purpose, the *auditor selection committee* is required to perform those duties set forth in Section 218.319(3), Florida Statutes (2025), which includes, but is not limited to, the following: (i) establishing factors to use for the evaluation of audit services; and (ii) ranking and recommending to the Town Commission no fewer than three (3) firms deemed to be the most highly qualified to perform the required services; and

WHEREAS, if the Town Commission is unable to negotiate a satisfactory contract with any of the recommended firms, the *auditor selection committee* shall recommend additional firms, and negotiations shall continue until such an agreement is reached; and

WHEREAS, the current Town of Dundee external auditor contract was not renewed by the Town Commission and has therefore expired with the conclusion of the fiscal year 2022-2023 Town of Dundee audit; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 25-04** 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 **Resolution No. 25-04** is intended to promote, protect, and improve the public health, safety, and general welfare of the employees, 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 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. 25-04**, 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 No. 25-04**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this **Resolution No. 25-04**.

Section 2. Establishment of Committee.

Pursuant to Section 218.391, Florida Statutes (2025), and applicable Florida law, the Town Commission of the Town of Dundee, Florida, hereby establishes an *auditor selection committee* (the “Committee”), as follows:

- (a) The Committee for a municipality shall consist of at least three (3) members; and
- (b) One (1) member of the Committee shall be a member of the Town Commission of the Town of Dundee who shall serve as the chair of the Committee; and

- (c) An employee, a chief executive officer, and/or a chief financial officer of the Town of Dundee shall not serve as a member of the Committee; and
- (d) An employee, a chief executive officer, or a chief financial officer of the Town of Dundee may serve the Committee in an advisory capacity; and
- (e) The Committee shall act in accordance with rules and guidance of the Auditor General of the State of Florida and with Section 218.391, Florida Statutes (2025), and perform all functions described in Section 218.391(3), Florida Statutes (2025), including:
 - (i) Establishing factors to use for the evaluation of audit services which shall include compensation as one (1) of the factors;
 - (ii) Publicly announcing requests for proposals;
 - (iii) Providing interested firms with a request for proposal;
 - (iv) Evaluating proposals provided by qualified firms; and
 - (v) Ranking and recommending in order of preference the three (3) firms deemed to be the most highly qualified to perform the required services after considering the established evaluation factors.
- (f) The Committee shall comply with all applicable provisions of Florida's Government in the Sunshine Law and Public Records Laws in the conduct of its business;
- (g) The following persons are hereby appointed to the auditor selection committee:
 - (i) [Name], [Member of Town Commission];
 - (ii) [Name], [Description of Experience/Qualifications]; and
 - (iii) [Name], [Description of Experience/Qualifications].
- (h) The Town's Director of _____, Tracy Mercer, shall serve in an advisory capacity to the Committee;
- (i) Appropriate Town of Dundee staff and/or consultants, as determined by the Town Manager, shall assist the Committee in any administrative duties and/or requirements; and

- (j) The term of the members of the Committee shall commence on their date of appointment as established in this **Resolution No. 25-04**, and the Committee shall be automatically dissolved upon acceptance or rejection by the Town Commission of the auditor recommendations.

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. 25-04** which includes, but shall not be limited to, conduct negotiations with the highest-ranked qualified auditor firm as determined by the Town Commission and, if all criteria established by this **Resolution No. 25-04** and Section 218.391(7) of the Florida Statutes are satisfied, enter into and execute an agreement with the highest-ranked qualified auditor firm.

Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-04** 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. 25-04** 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. 25-04** are repealed to the extent necessary to give this **Resolution No. 25-04** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-04** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-04**, 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. 25-04**, 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. 25-04** 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. 25-04** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-04** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-04**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-04**, 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. 25-04** shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 11th day of February, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



TOWN COMMISSION MEETING

February 11, 2025 at 6:30 PM

AMENDED

-
- AGENDA ITEM TITLE:** Resolution 25-06, Sol Vista Subdivision Final Plat Petition

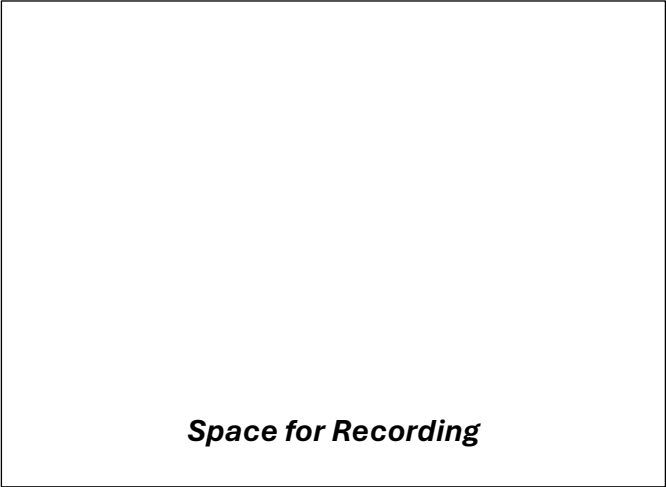
 - SUBJECT:** The Town Commission will consider approval of the Sol Vista Subdivision Final Plat Petition.

 - STAFF ANALYSIS:** This is an applicant-initiated request for approval of a Final Plat Petition for Sol Vista Subdivision.

 - FISCAL IMPACT:** No Fiscal Impact

 - STAFF RECOMMENDATION:** Staff recommends approval of Resolution 25-06

 - ATTACHMENTS:** Resolution 25-06



RESOLUTION NO. 25-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SOL VISTA SUBDIVISION" IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "SOL VISTA SUBDIVISION" AND RATIFYING THE ACCEPTANCE OF A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SOL VISTA SUBDIVISION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: the corner of Camp Endeavor Boulevard and Campbell Road, further described as parcel identification number(s) 272834-853000-000141 and 272834-853000-000142 262729-000000-033010. The area covered by this request is 11.84+/- acres).

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.

Town of Dundee
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Shores of Lake Dell Final Plat
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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 August 22, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), adopted *Town of Dundee Resolution No. 23-14* (the "Resolution") conditionally approving that certain plat entitled "Sol Vista Subdivision" for filing in accordance with Chapter 177 of the Florida Statutes; and

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

WHEREAS, the *Sol Vista Subdivision* (the "Subdivision") is constructed on approximately 11.84 +/- acres of real property identified by the Polk County Property Appraiser as Parcel Identification Number(s) 272834-853000-000141 and 272834-853000-000142 (see **Exhibit "A"**); and

WHEREAS, Sol Vista Dundee, LLC (the "Owner" and/or "Applicant"), an active Florida limited liability company, is the owner of the of the lands and has caused that certain plat entitled "Sol Vista Subdivision" (the "Plat") to be filed and/or recorded in accordance with Chapter 177 of the Florida Statutes and applicable provisions of the Town of Dundee Land Development Code (the "LDC"); and

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

WHEREAS, the Plat (see **Exhibit "B"**) includes certain improvements and dedications in favor of the general public and Town of Dundee, Florida; and

WHEREAS, all required conditions and/or performance items set forth by the Resolution (see **Exhibit "A"**) for the Subdivision have been satisfactorily performed and/or completed in accordance with applicable Town requirements and/or standards; and

WHEREAS, prior to the approval of the Resolution (see **Exhibit "A"**), Town staff and Town Consultants confirmed that, pursuant to and all approved construction plans and/or applicable plans for the Subdivision, all improvements were completed in accordance with applicable Town standards, passed all required tests, all required certifications were obtained, and the systems were fully operational pursuant to Town

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requirements and/or standards; and

WHEREAS, pursuant to applicable law, upon acceptance by the Town Engineer of all subdivision improvements, or the Town's acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, 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 terms and conditions of *Town of Dundee Ordinance No. 24-09*, pending a satisfactory concurrency evaluation, if applicable, the Subdivision was specifically and conditionally exempt from the Moratorium; and

WHEREAS, all required conditions and/or performance items set forth by the Resolution (see **Exhibit "A"**) for the Subdivision which included, but were not limited to, road rights-of-way, utility system(s), stormwater management infrastructure and improvements, and wetland mitigation, if any, have been satisfactorily performed and/or completed in accordance with applicable Town requirements and/or standards; and

WHEREAS, Town staff and Town Consultants have confirmed that, pursuant to the Resolution (see **Exhibit "A"**) and all approved construction plans and/or applicable plans for the Subdivision, all improvements have been completed in accordance with applicable Town standards, passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town requirements and/or standards; and

WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit "A"**), upon acceptance by the Town Engineer of all subdivision improvements, or the Town's acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, pursuant to the Resolution (see **Exhibit "A"**) and applicable law, a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond") is required in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, copies of the Maintenance Bond and Engineer's Certification of Costs for Total Construction are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

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WHEREAS, on September 27, 2024, the Engineer’s Certificate (the “Engineer’s Certificate”) was issued by the project engineer for the substantial performance of all required construction in and/or for the Subdivision ; and

WHEREAS, on November 18, 2024, Town staff and/or Town Consultants issued Town of Dundee Acknowledgement of Completion (the “Acknowledgment”) for all improvements required by the approved construction plans and/or applicable plans for the Subdivision; and

WHEREAS, a copy of the Town of Dundee Acknowledgement of Completion is attached hereto as **Exhibit “D”** and made a part hereof by reference; and

WHEREAS, the Maintenance Bond (see **Composite Exhibit “C”**) ensures the completion of the dedications, improvements, and required infrastructure for the Subdivision as shown on the Plat (see **Exhibit “B”**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, the Plat (see **Exhibit “B”**) was reviewed by Town staff and Town Consultants and, pursuant to said technical review, determined to meet the requirements of Chapter 177 of the Florida Statutes, the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, on February 11, 2025, the Town Commission held a duly noticed public hearing in order to approve the Plat (see **Exhibit “B”**) and accept the Maintenance Bond (see **Exhibit “C”**), confirm and ratify the Town’s affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled *Sol Vista Subdivision* and found that the approval of this **Resolution No. 25-06** 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 **Resolution No. 25-06** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this **Resolution No. 25-06** 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:

Town of Dundee
 Resolution No. 25-06
 Shores of Lake Dell Final Plat
 Acceptance and Release

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. 25-06**, 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. 25-06**.

Section 2. Plat Acceptance.

The applicant, **Sol Vista Dundee, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida (the "Owner" and/or "Applicant"), is the owner of the real property, which is the subject of that certain plat entitled *Sol Vista Subdivision* (the "Plat") and described in **Exhibit "B"** which is attached hereto and incorporated herein by reference.

The Town Commission of the Town of Dundee (the "Town Commission") having been otherwise fully advised in the premises hereby approves the Plat (see **Exhibit "B"**) in accordance Chapter 177 of the Florida Statutes and the Resolution (see **Exhibit "A"**); and the Town Commission hereby confirms the Town's acceptance of the dedications to the general public and Town of Dundee, Florida, as notated on the Plat (see **Exhibit "B"**) which includes, but not limited to, the rights-of-way, utility easements, and infrastructure in accordance with Chapter 177, Florida Statutes.

On February 11, 2025, at a duly noticed public meeting, the Plat (see **Exhibit "B"**) was presented to and reviewed by the Town Commission; and, on February 11, 2025, the Town Commission having been otherwise fully advised in the premises authorizes the release of the performance bond issued by **Harco National Insurance Company** in the amount of **\$56,250.00** (see **Exhibit "A"**); and the Town Commission approves and accepts those certain improvements and dedication(s) as notated on the Plat and described in the Acknowledgment of Completion (see **Exhibit "D"**).

Section 3. Maintenance Bond.

Pursuant to the Resolution (see **Exhibit "A"**) and applicable law, the Applicant has provided a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond"), which is attached hereto as **Exhibit "C"** and made a part hereof, issued by the **Ohio Casualty Insurance Company** in the amount of **\$102,350.88**, or 10% of the cost of all dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, for the *Sol Vista Subdivision* (the "Subdivision") as shown on the Plat (see **Exhibit "B"**) and more specifically described in the Acknowledgement of Completion and Engineer's Cost Estimate for Maintenance Bond Sol Vista (see **Exhibits "C – D"**) which shall warrant and indemnify the Town of Dundee,

Town of Dundee
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Florida, against all losses sustained resulting from defects in construction, design, or materials for a period of one (1) year and thirty (30) days commencing on the effective date of this **Resolution No. 25-06** accepting those certain improvements and dedications.

Section 4. Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-06** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements as depicted by the Plat (see **Exhibit “B”**) and more specifically described and/or identified in the Acknowledgement of Completion and Engineer’s Cost Estimate for Maintenance Bond Sol Vista (see **Exhibits “C – D”**).

Section 5. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 25-06** full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 25-06** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-06**, 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. 25-06**, 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. 25-06** 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. 25-06** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-06** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-06**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-06**, 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. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-06** 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. 25-06** 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 8. Effective Date.

This **Resolution No. 25-0-6** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 11th day of February 2025.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Town of Dundee
Resolution No. 25-06
Shores of Lake Dell Final Plat
Acceptance and Release

Item 7.

Resolution No. 25-06
Exhibit "A"



INSTR # 2023199271
BK 12812 Pgs. 1678-1690 Pg(s)13
RECORDED 08/24/2023 09:22:01 AM
STACY N. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$112.00
RECORDED BY jeanboyl

Space for Recording

RESOLUTION NO. 23-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SOL VISTA SUBDIVISION" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: the corner of Camp Endeavor Boulevard and Campbell Road, further described as parcel identification number(s) 272834-853000-000141 and 272834-853000-000142 262729-000000-033010. The area covered by this request is 11.84+/- acres).

SCANNER'S MEMO:
Legibility of writing, typing or printing
unsatisfactory in this document when received

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, Sol Vista Dundee, LLC (the "Owner" and/or "Applicant"), an active Florida limited liability company, is the owner of the of the below-described lands and has submitted that certain plat entitled "Sol Vista Subdivision" (the "Plat") for approval for filing by the Town Commission of the Town of Dundee in accordance with Chapter 177 of the Florida Statutes and Section 7.01.00 of the Town of Dundee Land Development Code (the "LDC"); and

WHEREAS, the proposed Sol Vista Subdivision (the "Subdivision") is to occur on approximately 11.84 +/- acres of property identified by the Polk County Property Appraiser as Parcel Identification Number(s) 272834-853000-000141 and 272834-853000-000142 (see Exhibit "A "); and

WHEREAS, copies of the Plat, location map, and boundary survey for the Subdivision are attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

Resolution 23-14
Sol Vista Final Plat
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WHEREAS, pursuant to applicable law, upon acceptance by the Town Engineer of all subdivision improvements, or the Town's acceptance of a performance bond, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, the Owner requests that the Plat for the Subdivision be approved by the Town Commission of the Town of Dundee prior to all the required infrastructure and/or improvements being satisfactorily installed and/or constructed; and

WHEREAS, the Owner has provided an acceptable performance bond (the "Bond") in the amount of 120% of the estimated cost of all required and/or publicly dedicated infrastructure and improvements onsite and offsite in favor of the Town of Dundee; and

WHEREAS, copies of the Bond and Engineer's Cost Estimate are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, the Bond (see **Exhibit "B"**) ensures the completion of the infrastructure and improvements for the Subdivision as shown on the Plat (see **Exhibit "A"**) in accordance with applicable Florida law and the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances; and

WHEREAS, the Plat was reviewed by Town staff and Town consultants and, pursuant to said review, determined to meet the requirements of Chapter 177 of the Florida Statutes and applicable provisions of the LDC and Town of Dundee Code of Ordinances; and

WHEREAS, on August 22, 2023, pursuant to Florida law and applicable provisions of the Town of Dundee Code of Ordinances and Land Development Code, the Owner requested and that the Town Commission of the Town of Dundee review and conditionally approve the Plat (see **Exhibit "A"**) for filing; and

WHEREAS, on August 22, 2023, the Town Commission of the Town of Dundee, at a duly notice public meeting, held a public hearing to consider the Plat for acceptance and recording; and

WHEREAS, pursuant to the LDC and Florida law, the Town Commission may by resolution, approve the Plat and dedication(s), and/or conditionally approve the Plat and dedications; and

WHEREAS, on August 22, 2023, the Town Commission of the Town of Dundee, Florida, held a public hearing to take action on the Plat and found that the conditional approval of the Plat (see **Exhibit "A"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, and the Town of Dundee Land Development Code.

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

Section 1. Incorporation of Recitals. The provisions set forth in the factual recitals (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and

Resolution 23-14
Sol Vista Final Plat
Page 3 of 14

intent pertaining to this Resolution.

Section 2. Plat Acceptance. The applicant, Sol Vista Dundee, LLC (the "Owner" and/or "Applicant"), an active Florida limited liability company, is the owner of the real property and/or lands more specifically described on **Exhibit "A"** which is attached hereto and incorporated herein by reference. LGI Homes-Florida, LLC, has provided a performance bond, which is attached hereto as **Composite Exhibit "B"** and incorporated herein, issued by the Harco National Insurance Company in the amount of **\$56,250.00**, or 120% of the cost of all outstanding improvements and offsite infrastructure in favor of the Town of Dundee, Florida, in order to ensure completion of all dedicated and/or required improvements and infrastructure and dedicated improvements within the proposed Sol Vista Subdivision (the "Subdivision") and shown on the Plat (see **Exhibit "A"**) being approved for filing herein. Further, the estimate of the costs of completing said required and/or dedicated improvements and infrastructure is in the amounts as presented by an authorized representative of the Owner and approved by the Town's Engineer, as more specifically identified on **Exhibit "B"** attached hereto and incorporated by reference.

That certain plat entitled "Sol Vista," as described in **Exhibit "A"** and attached hereto and incorporated by reference, was presented to the Town Commission on August 22, 2023. The Town Commission, having reviewed the Plat for filing, approves the plat and authorizes the Mayor and Town Clerk to sign the copy of the plat to be recorded.

Section 3. Conditions. Approval of the Plat (see Exhibit "A") is conditioned, as follows:

(a) The Town of Dundee does not accept the utility systems for the subject lands which includes, but shall not be limited to, water and wastewater systems until all such systems as may be constructed and/or noted on the Plat have passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town standards.

(b) No Certificates of Occupancy ("CO") for any structures constructed thereon and/or within the Subdivision will be issued until all such utility systems and other required infrastructure and improvements, as required by the LDC and Town of Dundee Code of Ordinances, are fully operational and have been approved and/or accepted by the Town of Dundee, Florida.

(c) All surface and/or storm water systems for the Subdivision, as shown on the Plat, being approved for filing herein shall be dedicated to the Homeowners Association established by or on behalf of the Subdivision which, along with the developer, shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems, including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it will not accept said surface and/or storm water systems.

Section 4. Authorization. The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the acceptance of the infrastructure and/or required improvements for the Subdivision which includes, but shall not be limited to, negotiating and executing any documentation necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements more specifically identified by the Plat (see **Exhibit "A"**).

Section 5. Conflicts. All Resolutions in conflict herewith are repealed in order to give this Resolution full force and effect.

Section 6. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 7. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the Town Manager or her designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 8. Effective Date. This Resolution shall take effect upon approval of the Developer's Agreement for the completion of the required and/or dedicated improvements and infrastructure for the Subdivision and shall remain valid for one (1) year from the date of passage by the Town Commission; provided however, that a certified copy of this Resolution shall be duly recorded in the Public Records of Polk County, Florida.


INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 22nd day of August 2023.

TOWN OF DUNDEE


Sam Pennant, Mayor

ATTEST WITH SEAL:

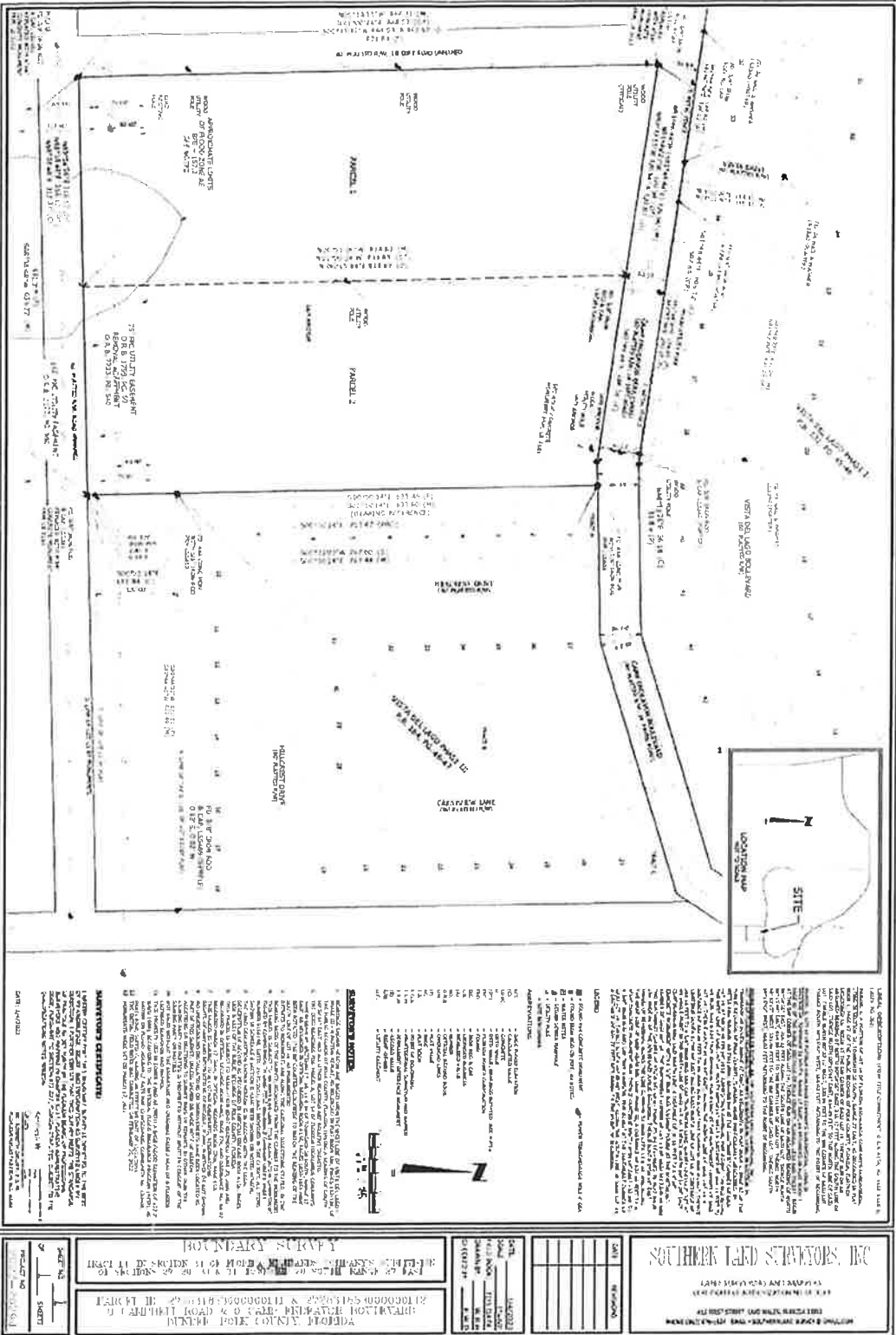

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

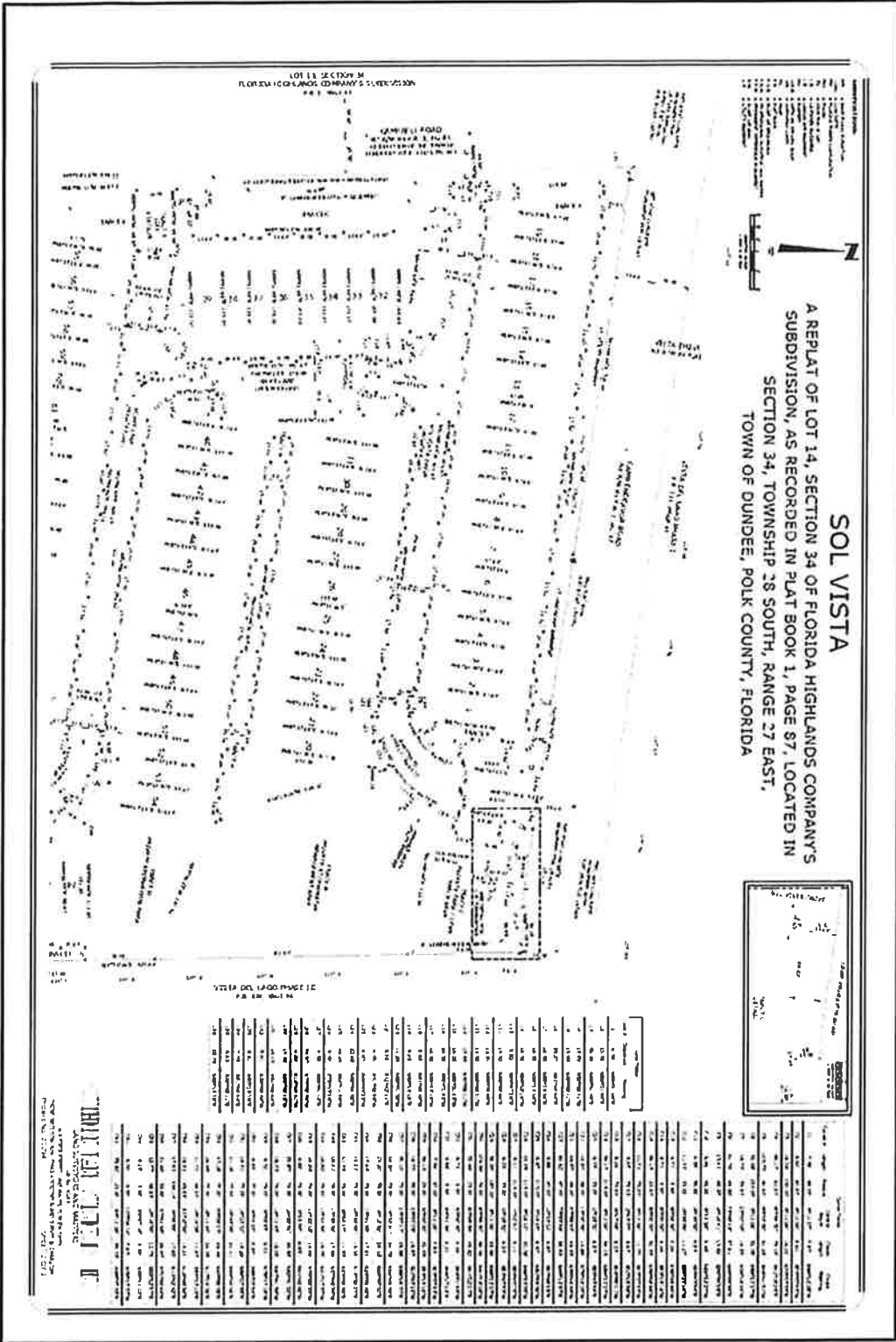
RESOLUTION NO. 23-14
COMPOSITE EXHIBIT "A"
SOL VISTA
LOCATION MAP, BOUNDARY SURVEY, & PLAT
Page 1 of 4



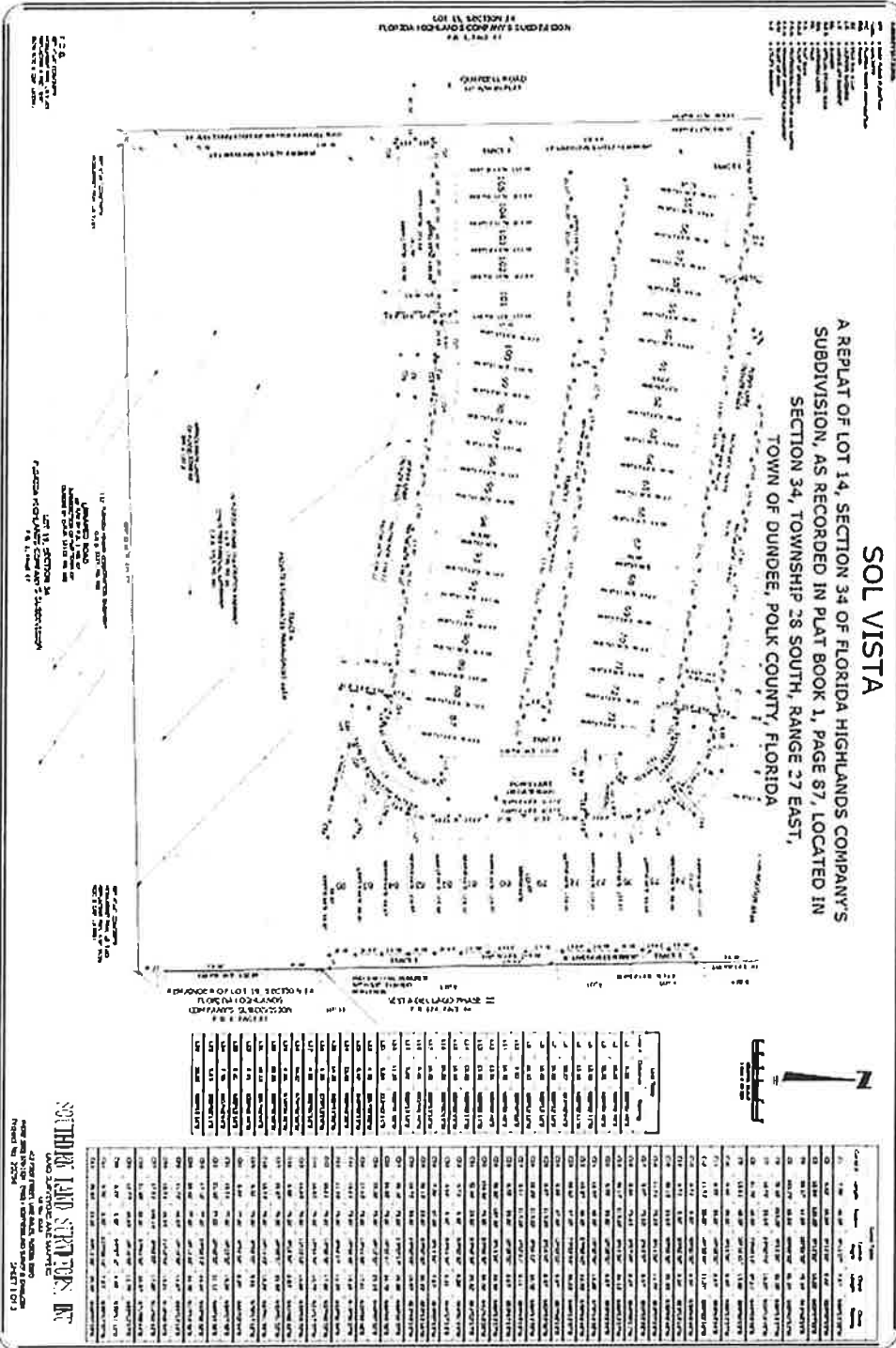
**RESOLUTION NO. 23-14
COMPOSITE EXHIBIT "A"
SOL VISTA SUBDIVISION
LOCATION MAP, BOUNDARY SURVEY, & Plat
Page 2 of 4**



RESOLUTION NO. 23-14
COMPOSITE EXHIBIT "A"
SOL VISTA SUBDIVISION
LOCATION MAP, BOUNDARY SURVEY, & Plat
 Page 3 of 4



**RESOLUTION NO. 23-14
COMPOSITE EXHIBIT "A"
SOL VISTA SUBDIVISION
LOCATION MAP, BOUNDARY SURVEY, & Plat
Page 4 of 4**



**RESOLUTION NO. 23-14
EXHIBIT "B"
PERFORMANCE BOND**

PERFORMANCE BOND

Bond No. 0842136

KNOWN ALL MEN BY THESE PRESENTS, That we, JGI Homes -Florida, LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Oblige, in the sum of Fifty Six Thousand two hundred fifty dollars and 00/100 (\$56,250.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Land Development Code of the TOWN OF DUNDEE (hereinafter the "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Sol Vista platted subdivision, in accordance with applicable agreements, resolution(s), the LDC, drawings, plans, specifications, and other data and information (hereinafter collectively referred to as the "Plans") filed with the TOWN OF DUNDEE, which the Plans are by reference incorporated into and made part of this Bond by reference; and

WHEREAS, the LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Sol Vista subdivision in accordance with the Plans and LDC by December 31st, 2024 (the "Guaranty Period") and as verified by the TOWN OF DUNDEE Development Services Division, upon the written approval and acceptance by the Oblige by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by December 31st, 2024, or such later date the Oblige may approve, then this Bond shall be payable to the Oblige.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Oblige, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the Improvements, the Oblige, in view of the public interest, health, safety and welfare factors involved and the inducement in

Initials _____

Page 1 of 3

**RESOLUTION NO. 23-14
EXHIBIT "B"
PERFORMANCE BOND**

approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

- 3. The Principal and Surety further jointly and severally agree that the Oblige, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Oblige should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Oblige the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
- 4. Applicable Law, Jurisdiction and Venue. This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
- 5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:
Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

The Principal at:
LGI Homes - Florida, LLC
17425 Bridge Hill Court, Suite 101
Tampa, FL 33647

The Oblige at:
Town of Dundee
202 East Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials _____

Page 2 of 3

**RESOLUTION NO. 23-14
EXHIBIT "B"
PERFORMANCE BOND**

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 24th day of July, 2023.

[Signature]
Witness

David Wiggins
Printed Name

Peter Stockton
Witness

Pete Stockton
Printed Name

PRINCIPAL:

LGI Homes - Florida, LLC
Name of Corporation

By: *[Signature]*

Charles Merdian
Printed Name
Title: Chief Financial Officer
(SEAL)

SURETY:

Harco National Insurance Company
Name of Corporation

By: *[Signature]*

Eric P Pratt
Printed Name
Title: Attorney-In-Fact
(SEAL)
(attach power of attorney)

[Signature]
Witness

Mary Alarie
Printed Name

[Signature]
Witness

Grace J. Gray

Initials _____

RESOLUTION NO. 23-14
EXHIBIT "B"
PERFORMANCE BOND

POWER OF ATTORNEY

Bond # 0842138

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27608

KNOW ALL MEN BY THESE PRESENTS That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP

North Adams, MA

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact as Agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint control customers, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and affixed these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Eric P. Pratt

Eric P. Pratt
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On the 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is, he, therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Danielle A. Quiley

Danielle A. Quiley, a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavits, and the copy of the Sections of the By-Laws of said Companies set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 24, 2023

A00757

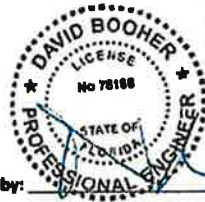
Trone Martins

Trone Martins Assistant Secretary

RESOLUTION NO. 23-14
EXHIBIT "B"
PERFORMANCE BOND

ENGINEER'S COST ESTIMATE
SOL VISTA

Q11 - Itemized Engineer's Cost Estimate				
MISC ITEMS	Estimated Qty	Units	Price	Total
Playground "Set" model with borders and rubber mulch	1	LS	\$41,000.00	\$41,000.00
MISC ITEMS TOTAL				\$41,000.00
GRAND TOTAL				\$41,000.00
Performance Bond Amount (125%)				\$51,250.00



Certified by: _____

Date: 6-19-2023

Town of Dundee
Resolution No. 25-06
Shores of Lake Dell Final Plat
Acceptance and Release

Item 7.

Resolution No. 25-06
Exhibit "B"



Item 7.

INSTR # 2023203667
BK 201 Pgs 22-24 PG(s)3
RECORDED 08/29/2023 12:29:18 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$60.00
RECORDED BY terndavi

**Plat Name: Sol Vista
(Town of Dundee)**

**Section 34
Township 28S
Range 27E**

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this 29th day of August 2023

Recorded in Plat Book: **201**
Page(s) ----- **22-24**

Record verified 8/29/2023.

Stacy M. Butterfield
Clerk of Circuit Court

By: *Yolanda Harris*
Yolanda Harris
Deputy Clerk



R. Support Services

SOL VISTA

A REPLAT OF LOT 14, SECTION 34 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87, LOCATED IN SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA

DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL PERSONS BY THESE PRESENTS THAT SOL VISTA DUNDEE, LLC., OWNER OF THE LANDS SHOWN HEREON, HAS CAUSED THIS PLAT OF SOL VISTA TO BE MADE AND HEREBY MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

- THE PRIVATE ROADS DEPICTED HEREON ARE NOT DEDICATED TO THE PUBLIC, BUT ARE DEDICATED TO SOL VISTA HOA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE BENEFIT OF THE LOT OWNERS IN THIS DEVELOPMENT AS DESCRIBED HEREON, AS ACCESS FOR INGRESS AND EGRESS OF LOT OWNERS AND THEIR GUESTS AND INVITEES. SAID RIGHT OF INGRESS AND EGRESS WILL EXTEND TO LOT OWNERS WITHIN ALL PHASES AND UNITS, BOTH EXISTING AND FUTURE, OF THIS DEVELOPMENT. SOL VISTA HOA, INC. WILL BE RESPONSIBLE FOR MAINTENANCE OF THE PRIVATE ROADS.
- THE PUBLIC UTILITY EASEMENTS DEPICTED HEREON ARE DEDICATED TO THE TOWN OF DUNDEE AND ALL PROVIDERS OF STREET LIGHTS, TELEPHONE UTILITIES, ELECTRIC UTILITIES, WATER AND SANITARY SEWER UTILITIES, INTERNET SERVICE PROVIDERS AND CABLE TELEVISION UTILITIES, AND OTHER PUBLIC AND QUASI-PUBLIC UTILITIES FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF UNDERGROUND UTILITIES.
- TRACTS A, B, C, D, F, G, H, I, J AND THE LANDSCAPE EASEMENTS, ARE DEDICATED TO SOL VISTA HOA, INC. FOR THE BENEFIT OF THE LOT OWNERS IN THE DEVELOPMENT, FOR THE PURPOSES OF STORMWATER MANAGEMENT, PRIVATE PARK/OPEN SPACE, PRIVATE RECREATION, LANDSCAPING AS DESCRIBED HEREON. PRIVATE EASEMENTS WITHIN SAID TRACTS A, B, C, D, F, G, H, I, J, AND THE LANDSCAPE EASEMENTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED. THE TOWN OF DUNDEE SHALL BE GRANTED A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, UNDER AND ACROSS TRACTS A, B, C, D, F, G, H, I, J, AND THE LANDSCAPE EASEMENTS TO PERFORM EMERGENCY MAINTENANCE AND REPAIRS TO THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID TRACTS AND EASEMENTS, AS MAY BE NECESSARY TO PROTECT THE PUBLIC. THE TOWN OF DUNDEE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO PERFORM EMERGENCY MAINTENANCE AND REPAIRS TO THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID TRACTS AND EASEMENTS, AS MAY BE NECESSARY TO PROTECT THE PUBLIC. THE TOWN OF DUNDEE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PART OF THE STORMWATER FACILITIES WITHIN SAID TRACTS AND EASEMENTS.
- TRACT E IS HEREBY DEDICATED TO THE TOWN OF DUNDEE, ITS SUCCESSORS AND ASSIGNS, FOR THE USE AND BENEFIT OF THE PUBLIC FOR LIFT STATION PURPOSES.
- ADDITIONAL RIGHT-OF-WAY, 10 FEET IN WIDTH ALONG THE EASTERN BOUNDARY OF CAMPBELL ROAD, AS DEPICTED HEREON, IS HEREBY DEDICATED TO THE TOWN OF DUNDEE, ITS SUCCESSORS AND ASSIGNS, FOR THE USE AND BENEFIT OF THE PUBLIC FOR ROAD RIGHT-OF-WAY PURPOSES.
- OWNER HEREBY GRANTS TO THE TOWN OF DUNDEE AND ALL PROVIDERS OF FIRE EMERGENCY, EMERGENCY MEDICAL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS DEPICTED HEREON FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

SOL VISTA DUNDEE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: [Signature]
JOE TABSHE, MANAGER SOL VISTA DUNDEE

WITNESS: [Signature]
Pablo Toranzo
(PRINTED NAME)

WITNESS: [Signature]
Dawson Ransone
(PRINTED NAME)

ACKNOWLEDGEMENT OF DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME PERSONALLY APPEARED JOE TABSHE, WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING DECLARATION BEFORE ME THIS 24th DAY OF August, 2023.

BY: [Signature] FRANZ TOBIAS TEDROW
(NOTARY SIGNATURE) (PRINTED NAME)

MY COMMISSION EXPIRES: 2/19/2026

ACKNOWLEDGEMENT AND CERTIFICATE OF ACCEPTANCE:

SOL VISTA HOA, INC., ACKNOWLEDGES AND ACCEPTS THE DEDICATIONS, CONVEYANCE AND MAINTENANCE RESPONSIBILITIES SHOWN HEREON.

BY: [Signature]
BRINA MARTIN, PRESIDENT

WITNESS: [Signature]
Dawson Ransone
(PRINTED NAME)

WITNESS: [Signature]
Jill Carter
(PRINTED NAME)

APPROVALS:

TOWN PLANNING & ZONING BOARD

STATE OF FLORIDA
COUNTY OF POLK

THIS PLAT IS HEREBY APPROVED BY THE TOWN PLANNING AND ZONING BOARD OF THE TOWN OF DUNDEE, FLORIDA, THIS 22nd DAY OF August, 2023.

BY: [Signature]
JEFFREY [Name], CHAIRMAN OF PLANNING & ZONING

TOWN SURVEYING CONSULTANT

STATE OF FLORIDA
COUNTY OF POLK

THIS PLAT HAS BEEN REVIEWED AND FOUND TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 177, PART I, FLORIDA STATUTES RELATING TO THE MAKING OF MAPS AND PLATS, THIS 22nd DAY OF August, 2023.

BY: [Signature]
ALAN L. RAYL, PSM, TOWN SURVEYING CONSULTANT

TOWN ENGINEERING CONSULTANT

STATE OF FLORIDA
COUNTY OF POLK

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF DUNDEE CONSULTANT ENGINEER, THIS 22nd DAY OF August, 2023.

BY: [Signature]
ALAN L. RAYL, PE, TOWN ENGINEERING CONSULTANT

TOWN COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF POLK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORDING AND ALL OFFERS OF DEDICATION ARE ACCEPTED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, THIS 22nd DAY OF August, 2023, BY RESOLUTION NO. _____

BY: [Signature]
SAM PENNANT, MAYOR

ATTEST: [Signature]
TREVOR DOUTHAT
TOWN CLERK

BY: [Signature]
TANDRA DAVIS, TOWN MANAGER

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION

LOT 14 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, LYING IN SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14, AT AN IRON PIN 10" DEEP, CAPPED "ROY JOHNSON, PSM #3381"; THENCE ALONG THE WEST LINE OF SAID LOT 14, NORTH 00°58'11" WEST A DISTANCE OF 868.21 FEET TO AN IRON ROD & CAP "ROY JOHNSON, PSM #3381" AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 81°46'44" EAST, ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 320.96 FEET TO AN IRON ROD & CAP "ROY JOHNSON, PSM #3381"; THENCE CONTINUE SOUTH 81°46'44" EAST ALONG SAID NORTH LINE OF LOT 14, A DISTANCE OF 284.16 FEET TO A 5/8" IRON ROD AND CAP "SOUTHERN LAND SURVEY LB#3183", SET AT AN ANGLE POINT IN THE NORTH LINE OF SAID LOT 14; THENCE NORTH 88°51'26" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 36.18 FEET TO A 4"x4" CONCRETE MONUMENT WITH A 5/8" IRON ROD "LS5489" FOUND AT THE NORTHEAST CORNER OF SAID LOT 14, THE NORTHWEST CORNER OF LOT 13 OF SAID SECTION 34 AND THE NORTHWEST CORNER OF VISTA DEL LAGO PHASE III, AS RECORDED IN PLAT BOOK 184, PAGE 46 OF THE AFORESAID PUBLIC RECORDS; THENCE SOUTH 0°50'14" EAST (BASIS OF BEARINGS) ALONG THE LINE COMMON TO SAID LOTS 13 & 14, AND ALONG THE WEST LINE OF SAID VISTA DEL LAGO PHASE III, A DISTANCE OF 633.60 FEET TO A 4"x4" CONCRETE MONUMENT PRM. THENCE CONTINUE SOUTH 0°50'14" EAST 133.84' TO A 5/8" IRON ROD AND CAP "ROY JOHNSON, PSM #3381" AT THE SOUTHEAST CORNER OF SAID LOT 14; THENCE SOUTH 88°38'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 631.77 FEET RETURNING TO THE POINT OF BEGINNING.

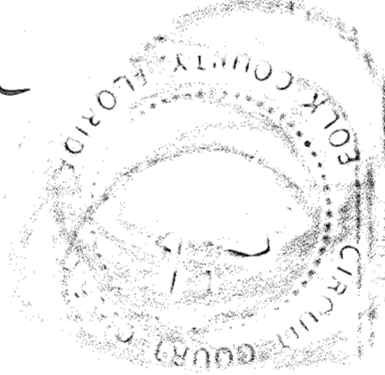
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF POLK

I, STACEY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT, POLK COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING THIS 22nd DAY OF August, 2023.

BY: [Signature]
STACEY M. BUTTERFIELD, CLERK

By: [Signature]
Deputy Clerk



GENERAL NOTES

- SUBDIVISION PLATS DO NOT REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT SERVICES DEPARTMENT OF THE TOWN OF DUNDEE HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983-2011 ADJUSTMENT HOLDING THE WEST LINE OF VISTA DEL LAGO PHASE III AS BEING S00°50'14"E.
- ALL PLATTED UTILITY EASEMENTS WILL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES WILL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- DRAINAGE EASEMENTS SHALL NOT CONTAIN PERMANENT IMPROVEMENTS, OTHER THAN THOSE SHOWN ON THE TOWN-APPROVED CONSTRUCTION PLANS FOR THE PROJECT, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, TREES, SHRUBS, HEDGES AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE TOWN OF DUNDEE LAND DEVELOPMENT CODE. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.
- SUBJECT PROPERTY FALLS WITHIN THE LIMITS OF FLOOD ZONES "X" AND "AE" (WITH A BASE FLOOD ELEVATION OF 157.2 NAVD 1988), ACCORDING TO FLOOD INSURANCE RATE MAP 12105C0390G, COMMUNITY NUMBER 120409, PANEL 0390, SUFFIX G, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, HAVING AN EFFECTIVE DATE OF, AND BEING LAST REVISED ON, DECEMBER 22, 2016.
- SOL VISTA HOA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ACCORDING TO THE DECLARATION THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 12515, PAGES 0007-0102, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, IS RESPONSIBLE FOR THE MAINTENANCE WITHIN TRACTS A-D AND F-J. THE APPROVED ENGINEERING DESIGN IS TO BE LEFT UNCHANGED.
- PURSUANT TO THAT CERTAIN PROPERTY INFORMATION REPORT PREPARED BY STUART TITLE GUARANTY COMPANY HAVING AN AGENTS FILE NUMBER OF 20221312 (REVISED 8/04/23) AND HAVING AN EFFECTIVE DATE OF SEARCH FROM 12/31/1991 TO 07/31/2023 AT 8:00AM, THE PROPERTY IS ENCLUMBERED BY THE FOLLOWING INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
 - ALL MATTERS CONTAINED ON THE PLAT OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HAVE BEEN GRAPHICALLY DEPICTED OR NOTED HEREON.
 - EASEMENT TO FLORIDA POWER CORPORATION, RECORDED JULY 25, 1977, IN OFFICIAL RECORDS BOOK 1759 AT PAGE 69, AS AFFECTED BY THE CITRUS TREE REMOVAL AMENDMENT RECORDED SEPTEMBER 22, 2008, IN OFFICIAL RECORDS BOOK 7723 AT PAGE 540, SHOWN HEREON.
 - EASEMENT TO FLORIDA POWER CORPORATION, RECORDED JANUARY 11, 1983, IN OFFICIAL RECORDS BOOK 2127, PAGE 980, SHOWN HEREON.
 - THE FOLLOWING DOCUMENTS PERTAIN TO THE SUBJECT PARCEL BUT ARE NOT SHOWN:
 - CONSENSUAL LIEN FOR DEPOSIT, OFFICIAL RECORD BOOK 12265, PAGE 585.
 - NOTICE OF COMMENCEMENT, OFFICIAL RECORD BOOK 12472, PAGE 950.
 - RESOLUTION ACCEPTING DEDICATIONS, OFFICIAL RECORD BOOK 4485, PAGE 774.
 - ANNEXATION OF SUBJECT PARCEL INTO THE TOWN OF DUNDEE, OFFICIAL RECORD BOOK 5706, PAGE 453.
 - COMMUNITY DECLARATION FOR SOL VISTA, OFFICIAL RECORD BOOK 12515, PAGE 7.
 - CERTIFICATE OF TRUST, OFFICIAL RECORD BOOK 12029, PAGE 351.
 - NOTICE OF ENVIRONMENTAL RESOURCE PERMIT, OFFICIAL RECORD BOOK 12129, PAGE 1277.
 - AGREEMENT FOR TRANSFER OF PUBLIC ROADS BETWEEN TOWN & COUNTY, OFFICIAL RECORD BOOK 12123, PAGE 652.
 - AGREEMENT FOR TRANSFER OF PUBLIC ROADS BETWEEN TOWN & COUNTY, OFFICIAL RECORD BOOK 12123, PAGE 658.
 - DEED FROM COUNTY TO TOWN, OFFICIAL RECORD BOOK 12123, PAGE 663.
 - MEMORANDUM OF AGREEMENT AS RECORDED JUNE 30, 2023, IN OFFICIAL RECORD BOOK 12748 AT PAGE 879.

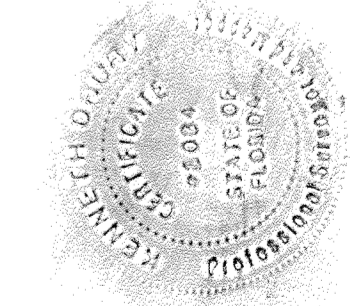
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS, AS SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES. ALL LOT SIZES AND LOT DIMENSIONS ARE CORRECTLY SHOWN HEREON. ALL NECESSARY PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND PERMANENT CONTROL POINTS (P.C.P.'S) HAVE BEEN SET AND ARE CORRECTLY SHOWN HEREON

[Signature]
KENNETH DRURY
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6084

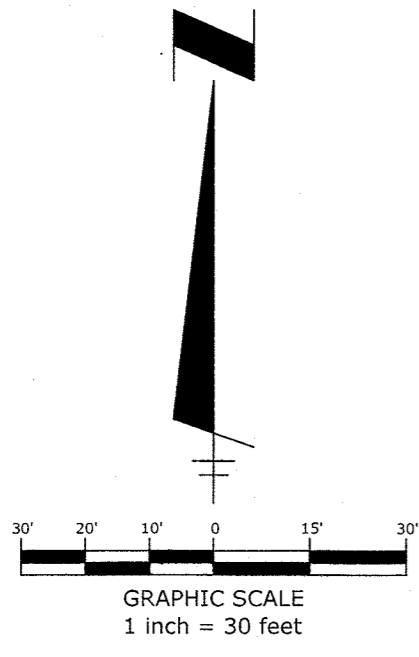
DATE: 8/14/2023



SOUTHERN LAND SURVEYORS, INC.
LAND SURVEYORS AND MAPPERS
LB No. 3183
412 FIRST STREET, LAKE WALES, FLORIDA 33853
PHONE (863) 676-1624 EMAIL - SOUTHERNLAND SURVEY @ GMAIL.COM
Project No. 20294 SHEET 1 OF 3

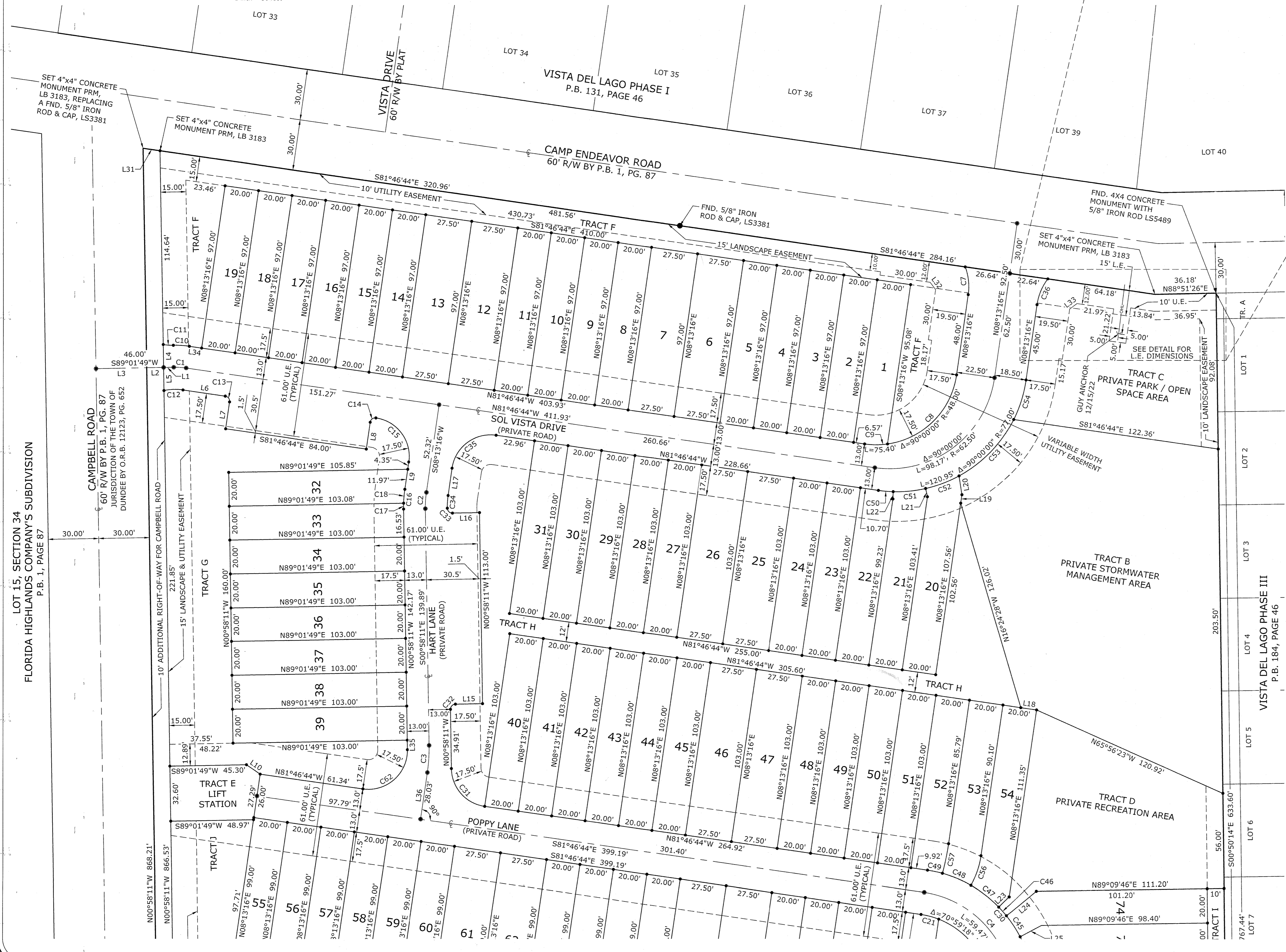
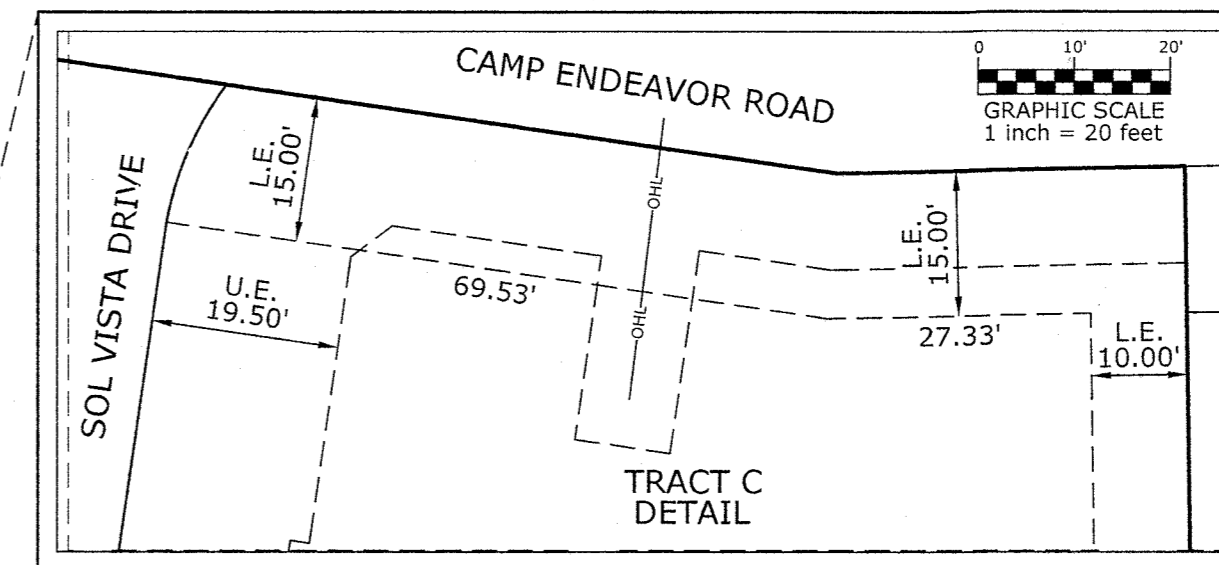
ABBREVIATIONS:

- BFE = BASE FLOOD ELEVATION
- CONC. = CONCRETE
- FPC = FLORIDA POWER CORPORATION
- FND. = FOUND
- IRC = IRON ROD & CAP
- L.B. = LICENSED BUSINESS
- L.E. = LANDSCAPE EASEMENT
- N.O. = NUMBER
- O.R.B. = OFFICIAL RECORD BOOK
- OHL = OVERHEAD LINES
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- P.R.M. = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT-OF-WAY
- U.E. = UTILITY EASEMENT



SOL VISTA

A REPLAT OF LOT 14, SECTION 34 OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87, LOCATED IN SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA



Line Table		
Line #	Distance	Bearing
L1	6.00	N89°01'49"E
L2	10.00	N89°01'49"E
L3	30.00	N89°01'49"E
L4	13.55	N00°58'11"W
L5	13.55	N00°58'11"W
L6	25.27	S81°46'44"E
L7	16.00	N08°13'16"E
L8	16.00	N08°13'16"E
L9	16.32	S08°13'16"W
L10	9.82	S55°47'26"E
L11	15.32	N89°09'46"E
L12	12.91	N89°09'46"E
L13	13.55	N00°58'11"W
L14	13.55	N00°58'11"W
L15	16.00	S89°01'49"W
L16	16.00	S89°01'49"W
L17	16.32	S08°13'16"W
L18	9.40	N81°46'44"W
L19	5.00	N08°13'16"E
L20	11.20	N08°51'00"W
L21	5.00	S12°42'11"E
L22	4.30	S01°39'55"W
L23	8.57	S45°33'23"W
L24	22.68	N50°44'00"E
L25	14.20	S62°11'36"W
L26	9.00	S75°13'09"W
L27	4.00	S66°51'10"E
L28	34.87	N75°35'39"W
L29	4.00	N15°24'01"W
L30	10.00	S88°38'48"W
L31	10.13	S81°46'44"E
L32	5.41	N36°46'44"W
L33	5.41	N53°13'16"E
L34	7.35	S81°46'44"E
L35	5.63	S00°58'11"E
L36	28.03	N08°13'16"E

Curve Table					
Curve #	Length	Radius	Central Angle	Chord Length	Chord Bearing
C1	7.38'	46.00'	9°11'27"	7.37'	N86°22'28"W
C2	9.62'	60.00'	9°11'26"	9.61'	S03°37'33"W
C3	16.04'	100.00'	9°11'26"	16.02'	N03°37'33"E
C4	86.17'	61.00'	80°56'30"	79.19'	S41°18'29"E
C5	103.73'	60.00'	99°03'30"	91.29'	S48°41'31"W
C6	32.08'	200.00'	9°11'26"	32.05'	N86°22'27"W
C7	16.70'	33.00'	29°00'09"	16.53'	N06°16'49"W
C8	61.79'	48.00'	73°45'19"	57.61'	N45°05'55"E
C9	13.61'	48.00'	16°14'41"	13.56'	S89°54'05"E
C10	9.46'	59.00'	9°11'26"	9.45'	N86°22'27"W
C11	6.03'	33.00'	10°28'32"	6.03'	S85°43'54"E
C12	11.33'	33.00'	19°39'59"	11.27'	S88°23'16"W
C13	4.71'	3.00'	90°00'00"	4.24'	N36°46'44"W
C14	4.71'	3.00'	90°00'00"	4.24'	S53°13'16"W
C15	36.13'	23.00'	90°00'00"	32.53'	N36°46'44"W
C16	11.71'	73.00'	9°11'26"	11.70'	S03°37'33"W
C17	3.47'	73.00'	2°43'37"	3.47'	S00°23'38"W
C18	8.24'	73.00'	6°27'49"	8.23'	S04°59'21"W
C19	34.17'	213.00'	9°11'26"	34.13'	N86°22'27"W
C20	6.03'	33.00'	10°28'32"	6.03'	S85°43'54"E
C21	10.90'	48.00'	13°00'39"	10.88'	N75°16'25"W
C22	48.57'	48.00'	57°58'40"	46.53'	N39°46'45"W
C23	60.62'	47.00'	73°53'54"	56.50'	N49°12'57"E
C24	9.89'	47.00'	12°03'22"	9.87'	S87°48'25"E
C25	8.97'	213.00'	2°24'43"	8.97'	N82°59'06"W
C26	20.09'	213.00'	5°24'12"	20.08'	N86°53'33"W
C27	5.11'	213.00'	1°22'31"	5.11'	S39°43'05"W
C28	6.03'	33.00'	10°28'32"	6.03'	S83°47'33"W
C29	30.00'	187.00'	9°11'26"	29.96'	N86°22'27"W
C30	104.54'	74.00'	80°56'30"	96.06'	N41°18'29"W
C31	32.44'	23.00'	80°48'34"	29.82'	S41°22'27"E
C32	4.71'	3.00'	90°00'00"	4.24'	S44°01'49"W
C33	4.66'	3.00'	89°01'36"	4.21'	S46°27'23"E
C34	7.54'	47.00'	9°11'26"	7.53'	S03°37'33"W
C35	36.13'	23.00'	90°00'00"	32.53'	S53°13'16"W
C36	16.70'	33.00'	29°00'09"	16.53'	S22°43'20"W
C37	30.10'	73.00'	23°37'17"	29.88'	N86°24'37"E
C38	24.90'	73.00'	19°32'41"	24.78'	N64°49'38"E
C39	23.20'	73.00'	18°12'32"	23.10'	N45°57'02"E
C40	17.45'	73.00'	13°41'55"	17.41'	N29°59'48"E
C41	19.21'	73.00'	15°04'48"	19.16'	N15°36'27"E
C42	11.35'	73.00'	8°54'17"	11.33'	N03°36'54"E
C43	18.01'	74.00'	13°56'36"	17.96'	N07°48'33"W
C44	16.82'	74.00'	13°01'34"	16.79'	N21°17'37"W
C45	14.69'	74.00'	11°22'18"	14.66'	N33°29'33"W
C46	6.80'	74.00'	5°15'54"	6.80'	N41°48'40"W
C47	20.87'	74.00'	16°09'31"	20.80'	N52°31'22"W
C48	18.33'	74.00'	14°11'43"	18.29'	N67°41'59"W
C49	9.02'	74.00'	6°58'53"	9.01'	N78°17'18"W
C50	8.83'	77.00'	6°34'20"	8.83'	S85°03'54"E
C51	19.31'	77.00'	14°22'02"	19.26'	N84°27'55"E
C52	21.18'	77.00'	15°45'35"	21.11'	N69°24'06"E
C53	47.18'	77.00'	35°06'23"	46.44'	N43°58'08"E
C54	24.45'	77.00'	18°11'40"	24.35'	N17°19'06"E
C55	11.70'	44.00'	15°14'08"	11.67'	S83°13'10"E
C56	18.31'	49.55'	21°10'36"	18.21'	N18°48'34"E
C57	17.81'	146.14'	6°58'53"	17.80'	N11°42'42"E
C58	21.05'	32.00'	37°41'00"	20.67'	S71°59'44"E
C59	12.77'	48.00'	15°14'35"	12.73'	S83°12'57"E
C60	5.23'	3.00'	99°57'10"	4.59'	N39°11'10"E
C61	9.00'	5.00'	103°06'14"	7.83'	N39°17'07"W
C62	39.82'	23.00'	99°11'26"	35.03'	N48°37'33"E

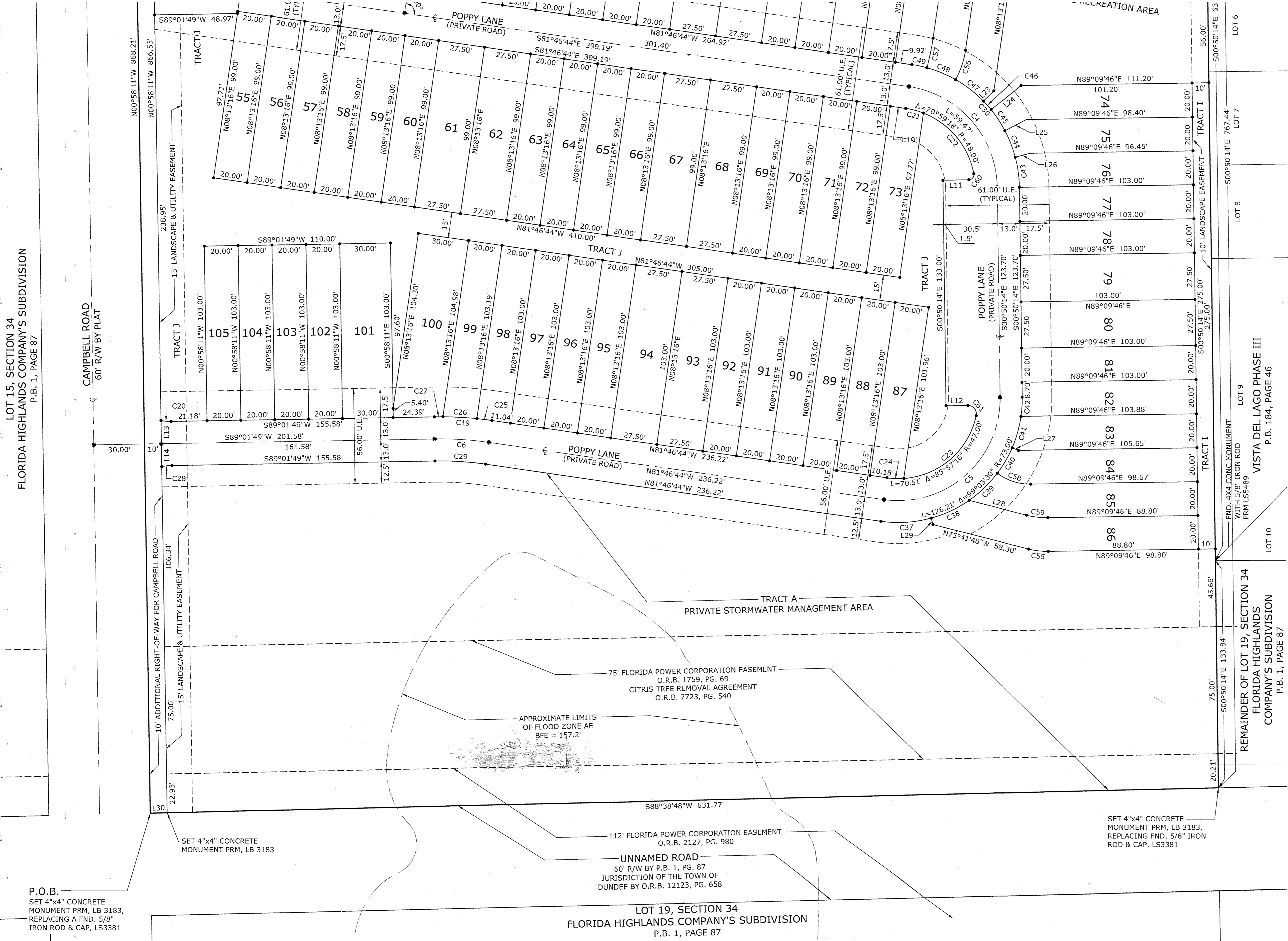
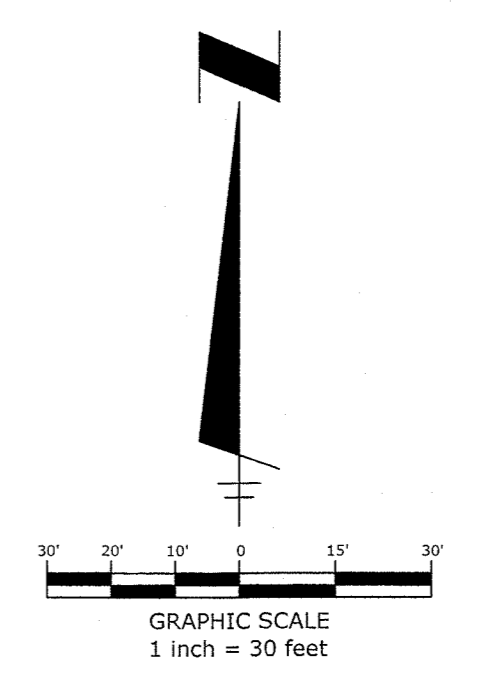
SOUTHERN LAND SURVEYORS, INC.
 LAND SURVEYORS AND MAPPERS
 LB No. 3183
 412 FIRST STREET, LAKE WALES, FLORIDA 33853
 PHONE (863) 676-1624 EMAIL - SOUTHERNLAND SURVEY @ GMAIL.COM
 Project No. 20294 SHEET 2 OF 3

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L5	13.55	N00°58'11"W
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L7	16.00	N08°13'16"E
L8	16.00	N08°13'16"E
L9	16.32	S08°13'16"W
L10	9.82	S55°47'26"E
L11	15.32	N89°09'46"E
L12	12.91	N89°09'46"E
L13	13.55	N00°58'11"W
L14	13.55	N00°58'11"W
L15	16.00	S89°01'49"W
L16	16.00	S89°01'49"W
L17	16.32	S08°13'16"W
L18	9.40	N81°46'44"W
L19	5.00	N08°13'16"E
L20	11.20	N08°51'00"W
L21	5.00	S12°42'11"E
L22	4.30	S01°39'55"W
L23	8.57	S45°33'23"W
L24	22.68	N50°44'00"E
L25	14.20	S62°11'36"W
L26	9.00	S75°13'09"W
L27	4.00	S66°51'10"E
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L29	4.00	N15°24'01"W
L30	10.00	S88°38'48"W
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L33	5.41	N53°13'16"E
L34	7.35	S81°46'44"E
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L36	28.03	N08°13'16"E

Curve #	Length	Radius	Central Angle	Chord Length	Chord Bearing
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C4	86.17'	61.00'	80°56'30"	79.19'	S41°18'29"E
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C8	61.79'	48.00'	73°45'19"	57.61'	N45°05'55"E
C9	13.61'	48.00'	16°14'41"	13.56'	S89°54'05"E
C10	9.46'	59.00'	9°11'26"	9.45'	N86°22'27"W
C11	6.03'	33.00'	10°28'32"	6.03'	S85°43'54"E
C12	11.33'	33.00'	19°39'59"	11.27'	S88°23'16"W
C13	4.71'	3.00'	90°00'00"	4.24'	N36°46'44"W
C14	4.71'	3.00'	90°00'00"	4.24'	S53°13'16"W
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C24	9.89'	47.00'	12°03'22"	9.87'	S87°48'25"E
C25	8.97'	213.00'	2°24'43"	8.97'	N82°59'06"W
C26	20.09'	213.00'	5°24'12"	20.08'	N86°53'33"W
C27	5.11'	213.00'	1°22'31"	5.11'	S89°43'05"W
C28	6.03'	33.00'	10°28'32"	6.03'	S83°47'33"W
C29	30.00'	187.00'	9°11'26"	29.96'	N86°22'27"W
C30	104.54'	74.00'	80°56'30"	96.06'	N41°18'29"W
C31	32.44'	23.00'	80°48'34"	29.82'	S41°22'27"E
C32	4.71'	3.00'	90°00'00"	4.24'	S44°01'49"W
C33	4.66'	3.00'	89°01'36"	4.21'	S46°27'23"E
C34	7.54'	47.00'	9°11'26"	7.53'	S03°37'33"W
C35	36.13'	23.00'	90°00'00"	32.53'	S53°13'16"W
C36	16.70'	33.00'	29°00'09"	16.53'	S22°43'20"W
C37	30.10'	73.00'	23°37'17"	29.88'	N86°24'37"E
C38	24.90'	73.00'	19°32'41"	24.78'	N64°49'38"E
C39	23.20'	73.00'	18°12'32"	23.10'	N45°57'02"E
C40	17.45'	73.00'	13°41'55"	17.41'	N29°59'48"E
C41	19.21'	73.00'	15°04'48"	19.16'	N15°36'27"E
C42	11.35'	73.00'	8°54'17"	11.33'	N03°36'54"E
C43	18.01'	74.00'	13°56'36"	17.96'	N07°48'33"W
C44	16.82'	74.00'	13°01'34"	16.79'	N21°17'37"W
C45	14.69'	74.00'	11°22'18"	14.66'	N33°29'33"W
C46	6.80'	74.00'	5°15'54"	6.80'	N41°48'40"W
C47	20.87'	74.00'	16°09'31"	20.80'	N52°31'22"W
C48	18.33'	74.00'	14°11'43"	18.29'	N67°41'59"W
C49	9.02'	74.00'	6°58'53"	9.01'	N78°17'18"W
C50	8.83'	77.00'	6°34'20"	8.83'	S85°03'54"E
C51	19.31'	77.00'	14°22'02"	19.26'	N84°27'55"E
C52	21.18'	77.00'	15°45'35"	21.11'	N69°24'06"E
C53	47.18'	77.00'	35°06'23"	46.44'	N43°58'08"E
C54	24.45'	77.00'	18°11'40"	24.35'	N17°19'06"E
C55	11.70'	44.00'	15°14'08"	11.67'	S83°13'10"E
C56	18.31'	49.55'	21°10'36"	18.21'	N18°48'34"E
C57	17.81'	146.14'	6°58'53"	17.80'	N11°42'42"E
C58	21.05'	32.00'	37°41'00"	20.67'	S71°59'44"E
C59	12.77'	48.00'	15°14'35"	12.73'	S83°12'57"E
C60	5.23'	3.00'	99°57'10"	4.59'	N39°11'10"E
C61	9.00'	5.00'	103°06'14"	7.83'	N39°17'07"W
C62	39.82'	23.00'	99°11'26"	35.03'	N48°37'33"E

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 Project No. 20294 SHEET 3 OF 3

Town of Dundee
Resolution No. 25-06
Shores of Lake Dell Final Plat
Acceptance and Release

Item 7.

Resolution No. 25-06
Exhibit "C"

**TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND**

Bond No. 41K237138

KNOWN ALL MEN BY THESE PRESENTS, that we, Sol Vista Dundee, LLC as **Principal**, and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Two Thousand Three Hundred Fifty & 88/100 U.S. Dollars (\$102,350.88), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this Town of Dundee, Florida, Residential Maintenance Bond (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Sol Vista subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, recorded plat for the Subdivision, and other data and information (collectively hereinafter referred to as the "Plans") filed with The Town of Dundee, Florida, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Sol Vista against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

Initials _____

- 2. If the Principal shall correct within the above described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

- 3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
- 4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:
 The Ohio Casualty Insurance Company
 9721 Executive Center Drive, Suite 105
 St. Petersburg, FL 33702

The Principal at:
 Sol Vista Dundee, LLC
 4912 Turnbury Wood Dr.,
 Tampa, FL 33647

The Obligee at:
 Town of Dundee
 202 E. Main Street
 Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 25th day of March, 2024.

PRINCIPAL:

Carla Talishe
Witness

Carla Tabshe
Printed Name

Pablo Toranzo
Witness

Pablo Toranzo
Printed Name

Sol Vista Dundee, LLC
Name of Corporation

By: _____

Joseph Tabshe
Printed Name
Title: MGR
(SEAL)

SURETY:

Brandy Baich
Witness

Brandy Baich
Printed Name

Steven Schumacher
Witness

Steven Schumacher
Printed Name

The Ohio Casualty Insurance Company
Name of Corporation

By: _____

David B. Shick, Attorney-In-Fact &
Printed Name
Title: Licensed FL Resident Agent #A241176
(SEAL)

(attach power of attorney)

Exhibit "A" to Bond

ENGINEER'S COST ESTIMATE FOR MAINTENANCE BOND SOL VISTA

QEI - Itemized Engineer's Cost Estimate

OFF-SITE Camp Endeavour Rd	Qty	Units	Price	Total
2" Asphalt	1825.00	SY	\$14.05	\$25,641.25
8" Base	1990.00	SY	\$13.25	\$26,367.50
12" Stabilized	1990.00	SY	\$5.75	\$11,442.50
Sidewalk	3150.00	SF	\$4.00	\$12,600.00
Striping	1.00	LS	\$4,655.00	\$4,655.00
Sod	3155.00	SY	\$3.00	\$9,465.00
Handicap Ramps	2.00	EA	\$850.00	\$1,700.00

Off-Site Camp Endeavour Rd Total

\$91,871.25

WATER	Qty	Units	Price	Total
10" Connection	1.00	EA	\$2,500.00	\$2,500.00
8" Connection	1.00	EA	\$2,500.00	\$2,500.00
8" DR18	2160.00	LF	\$30.35	\$65,556.00
10" DR18	1440.00	LF	\$40.90	\$58,896.00
10x8 Tee	5.00	EA	\$1,115.00	\$5,575.00
10x10 Tee	1.00	EA	\$1,085.00	\$1,085.00
10" Gate Valve	14.00	EA	\$2,900.00	\$40,600.00
10" 45 Bend	2.00	EA	\$790.00	\$1,580.00
Auto Blow Off	1.00	EA	\$6,475.00	\$6,475.00
10" Bell Restraints	24.00	EA	\$300.00	\$7,200.00
8" Gate Valve	8.00	EA	\$1,890.00	\$15,120.00
8" 22.5 Bend	4.00	EA	\$500.00	\$2,000.00
8" 11.25 Bend	6.00	EA	\$500.00	\$3,000.00
8" 45 Bend	14.00	EA	\$500.00	\$7,000.00
8" Tee	2.00	EA	\$820.00	\$1,640.00
8" Bell Restraints	46.00	EA	\$170.00	\$7,820.00
Fire Hydrants	4.00	EA	\$4,750.00	\$19,000.00
Double Services	49.00	EA	\$1,635.00	\$80,115.00
Single Services	8.00	EA	\$1,310.00	\$10,480.00

Water Total

\$338,142.00

SEWER	Qty	Units	Price	Total
Lift Station	1.00	LS	\$238,930.00	\$238,930.00
0-6, Manhole	5.00	EA	\$2,615.00	\$13,075.00
6-8, Manhole	2.00	EA	\$3,630.00	\$7,260.00
8-10, Manhole	1.00	EA	\$3,930.00	\$3,930.00
10-12, Manhole	2.00	EA	\$4,450.00	\$8,900.00
12-14, Manhole	2.00	EA	\$6,825.00	\$13,650.00
14-16, Manhole	1.00	EA	\$7,025.00	\$7,025.00
0-6, 8" SDR 26	764.00	LF	\$25.15	\$19,214.60
6-8, 8" SDR 26	171.00	LF	\$28.15	\$4,813.65
8-10, 8" SDR 26	382.00	LF	\$31.15	\$11,899.30
10-12, 8" SDR 26	59.00	LF	\$34.00	\$2,006.00
12-14, 8" SDR 26	467.00	LF	\$37.00	\$17,279.00
Single Services	29.00	EA	\$1,710.00	\$49,590.00

Double Services	38.00	EA	\$2,000.00	\$76,000.00
8" Gate valve	2.00	EA	\$1,890.00	\$3,780.00
8" C-900	60.00	LF	\$30.35	\$1,821.00

Sewer Total	\$479,173.55
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FORCEMAIN	Qty	Units	Price	Total
6" 90 Bend	1.00	EA	\$830.00	\$830.00
6" 45 Bend	2.00	EA	\$830.00	\$1,660.00
6x6 Wet Tap	1.00	EA	\$4,500.00	\$4,500.00
6" Check Valve with Box	1.00	EA	\$9,065.00	\$9,065.00
6" 22.5 Bend	1.00	EA	\$830.00	\$830.00
6" C-900	440.00	LF	\$22.20	\$9,768.00
Bell Restraints	10.00	EA	\$105.00	\$1,050.00
6" Long Sleeves	2.00	EA	\$690.00	\$1,380.00

Forcemain Total	\$29,083.00
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REUSE	Qty	Units	Price	Total
6" C-900	1680.00	LF	\$22.40	\$37,632.00
6" Backflow	1.00	EA	\$14,730.00	\$14,730.00
10x6, Tee	1.00	EA	\$780.00	\$780.00
6" Gate Valve	1.00	EA	\$1,270.00	\$1,270.00
6" 45 Bend	9.00	EA	\$355.00	\$3,195.00
6" 22.5 Bend	5.00	EA	\$355.00	\$1,775.00
6" 11.25 Bend	4.00	EA	\$355.00	\$1,420.00
Auto Blow Off	1.00	EA	\$6,475.00	\$6,475.00
6" Bell Restraints	38.00	EA	\$105.00	\$3,990.00
Single Services	4.00	EA	\$1,750.00	\$7,000.00

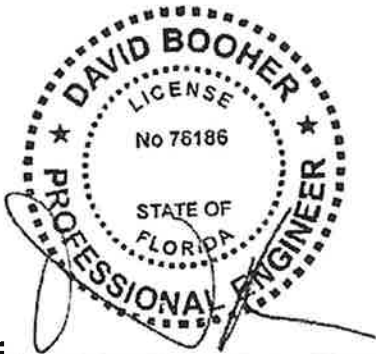
Reuse Total	\$78,267.00
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CHANGE ORDER	Qty	Units	Price	Total
Water Changes	1.00	LS	\$6,972.00	\$6,972.00

Change Order Total	\$6,972.00
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GRAND TOTAL	\$1,023,508.80
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Maintenance Bond (10%) Cost	\$ 102,350.88
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Certified by:

DAVID BOOHER, P.E. 78186

11-27-2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 29, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of March, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ENGINEER'S COST ESTIMATE SOL VISTA

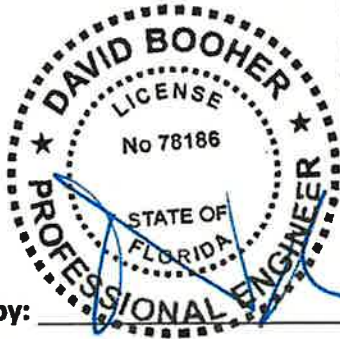
QEI - Itemized Engineer's Cost Estimate

MISC ITEMS	Estimated Qty	Units	Price	Total
Playground "Seth" model with borders and rubber mulch	1	LS	\$45,000.00	\$45,000.00

MISC ITEMS TOTAL \$45,000.00

GRAND TOTAL \$45,000.00

Performance Bond Amount (125%) \$56,250.00



Certified by: _____

Date: 6-19-2023

Town of Dundee
Resolution No. 25-06
Shores of Lake Dell Final Plat
Acceptance and Release

Item 7.

Resolution No. 25-06
Exhibit "D"



Town of Dundee

Item 7.

DEVELOPMENT SERVICES

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8339

January 24, 2025

Ed Kassik,
Land Development Manager
LGI Homes, Inc
1450 Lake Robbins Dr., Suite 430
The Woodlands, TX 77380

RE: Sol Vista Subdivision

Mr. Kassik

The Town of Dundee acknowledges the completion of all requirements for the water and wastewater utility construction. As well as roads/street and related right-of-way infrastructure, for the above referenced subdivision in accordance with applicable Town of Dundee standards. The Town Commission has not approved the final plat for the Sol Vista Subdivision, the final plat was heard and approved on August 22, 2023, commission meeting.

The Public infrastructure should include a 1-year warranty period for all the constructed in accordance with the Town's Code, shall begin as of the date of this letter.

Sincerely,

Lorraine Peterson
Assistant Town Manager/Development Director

Town of Dundee
124 Dundee Road
Dundee, Florida 33838-4306
Tdavis@townofdundee.com
Office: 863-438-8330 ext. 233

CC: Frederick J. Murphy, Jr., Esquire, Town Attorney
Alan L. Rayl, PE, PSM, Rayl Engineering & Surveying, LLC



TOWN COMMISSION MEETING

Item 8.

February 11, 2025, at 6:30 PM

AGENDA ITEM TITLE: Discussion & Action, Requesting a Resolution to change the current speed limit of 40 to 35 mph on Lake Marie Road.

SUBJECT: Speed Limit Change Request for Lake Marie Blvd.

STAFF ANALYSIS: Staff has received comments and concerns regarding the speeding along the Lake Maire Blvd road starting at 8th street north and ending at HL Smith Road. Staff has looked at all options and inspected the current conditions and is asking the commission to allow staff to change the current speed of 40MPH to 35MPH with the curves and narrow road the purpose would provide a calmer speed and allow drivers the time to respond to curves in the event pedestrians and bus stops located along the road are near. The newer subdivision along with Dundee Middle School is located in the same area. Staff has communicated our concerns with Ryal Engineering and the road is classified as a MINOR URBAN COLLECTOR ROAD the variable speed for the curve is 40MPH, but staff would like to lower the speed **to the entire road to 35MPH to keep it uniform from start to end.**

STAFF RECOMMENDATION: Staff recommends approval

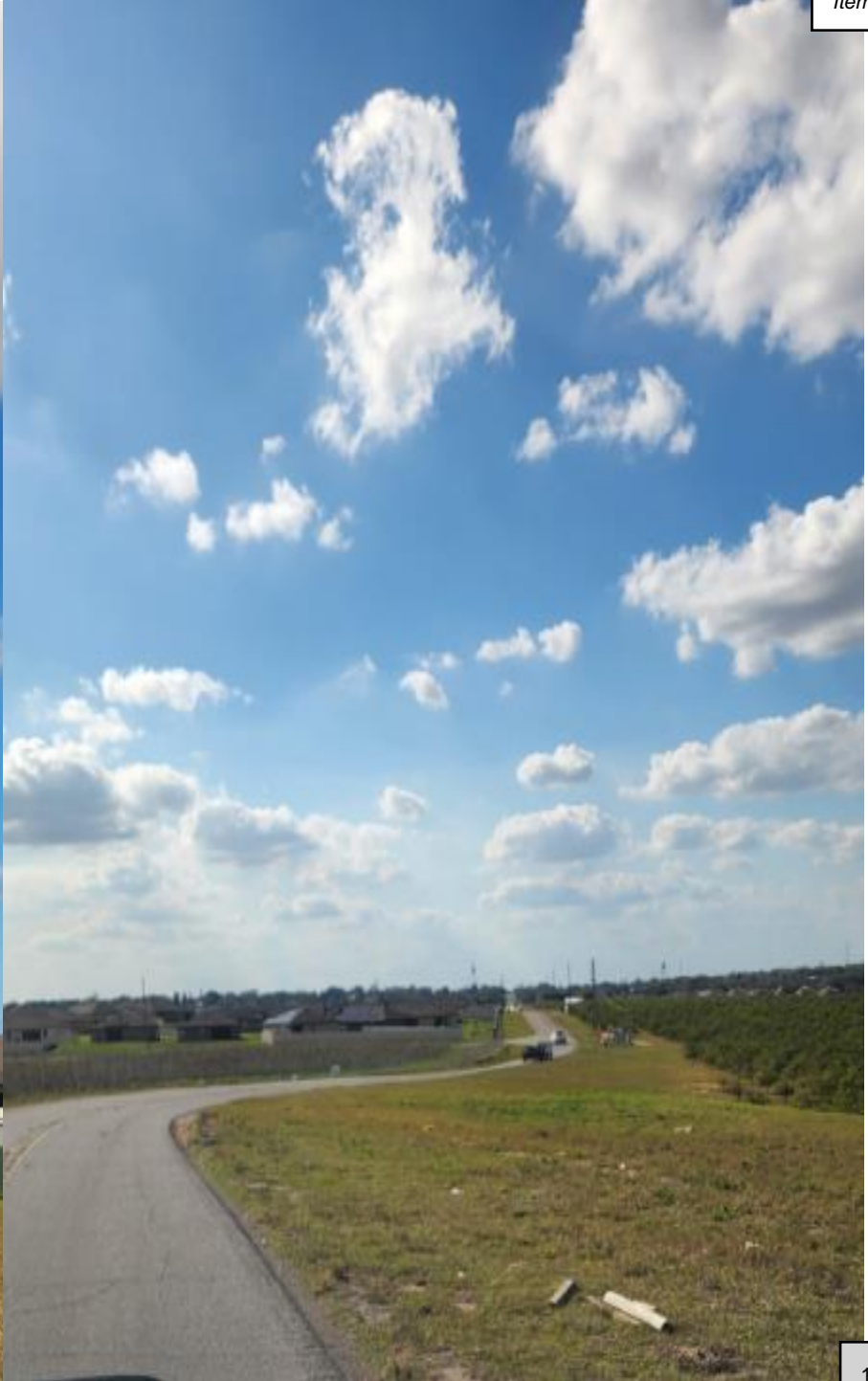
ATTACHMENTS: Lake Marie Road - Pictures

















TOWN COMMISSION MEETING

February 11, 2025, at 6:30 PM

AGENDA ITEM TITLE: Discussion & Action, Carpet Replacement

SUBJECT: Town Hall and Commission Chambers Carpet Replacement

STAFF ANALYSIS: Staff has seen a need to replace the carpet throughout Town hall over the past few years. Staff and vendors have cleaned the carpet to make sure it looked presentable, but it has reached a time that the carpet has exceeded its life. There are stains and the carpet is coming apart at doorways and heavy traffic areas. Staff has received 3 quotes and seeking approval at the commission's direction.

FISCAL IMPACT: \$24,375.00

STAFF RECOMMENDATION: Staff recommends approval.

ATTACHMENTS: Quote Sheet

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 1/30/2025

DEPARTMENT: Facility Maintenance

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: remove and install new carpet though out the Town Hall building

Vendor Selected:

VENDOR #1

COMPANY NAME: Tucker Carpets

CONTACT NUMBER: 863-293-6641 NAME OF REPRESENTATIVE: Don

PRICE: \$24,375.00 SHIPPING: N/A

COMMENTS: remove and install new carpet though out the Town Hall building

Vendor Selected:

VENDOR #2

COMPANY NAME: Nance's Flooring

CONTACT NUMBER: 863-682-6700 NAME OF REPRESENTATIVE: Craig

PRICE: \$27,031.00 SHIPPING: N/A

COMMENTS: remove and install new carpet though out the Town Hall building

Vendor Selected:

VENDOR #3

COMPANY NAME: JCR Construction & Services LLC

CONTACT NUMBER: 863-595-5533 NAME OF REPRESENTATIVE: Jarold

PRICE: \$28,366.73 SHIPPING: N/A

COMMENTS: remove and install new carpet though out the Town Hall building

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathan Vice DATE: 1/30/25

FINANCE DIRECTOR APPROVAL: Jenika Bell DATE: 1/30/25

TOWN MANAGER APPROVAL: Jarold DATE: 1/30/25

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

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

Item 9.



ADDRESS
 Town Of Dundee
 202 E Main St, Dundee, Fl,

ESTIMATE # 4434
DATE 01/19/2025

ACTIVITY	QUANTITY	RATE	AMOUNT
Service Move furniture in 12 offices.	12	100.00	1,200.00
Service Remove and dispose existing carpet in 12 offices, the hallway and the ramp and commisioners room	2,938.18	1.00	2,938.18
Service Remove and dispose base boards on all the area to work	983	1.00	983.00
Service TOWN CLERK OFFICE	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	189	2.20	415.80
Service CITY MANAGER OFFICE	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	270	2.20	594.00
Service HR COORDINATOR OFFICE	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	140	2.20	308.00
Service ADMINISTRATIVE ASSISTENCE OFFICES	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	150	2.20	330.00
Service COPY WORK ROOM OFFICE	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	90	2.20	198.00
Service SPECIAL PROJECT MANAGER OFFICE	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	182	2.20	400.40
Service	1	0.00	0.00

ACTIVITY	QUANTITY	RATE	AMOUNT
ACCOUNTS PAYABLE OFFICE			
Service Install 24X24 glue down carpet over concrete	182	2.20	400.40
Service IT MANAGER OFFICE	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	195	2.20	429.00
Services ELECTED OFFICIALS OFFICE	1		0.00
Service Install 24X24 glue down carpet over concrete	132	2.20	290.40
Services CONFERENCE ROOM	1		0.00
Service Install 24X24 glue down carpet over concrete	196	2.20	431.20
Services FINANCE DIRECTOR OFFICE	1		0.00
Service Install 24X24 glue down carpet over concrete	187	2.20	411.40
Service CLERK	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	288	2.20	633.60
Material & service:Material & service Installation of vinyl cover base baseboard.	986	3.00	2,958.00
Service COMMISSIONERS ROOM, ADA RAMP, HALL	1	0.00	0.00
Service Install 24X24 glue down carpet over concrete	976	2.20	2,147.20
Material CARPET 24X24 GLUE DOWN WAITING OR SELECTION. Interstellar glassy green or tribunal glassy green. the sis base open a 2.30 dollars plus taxes	3,000	2.41	7,230.00
Material SOUND PROOF AND HUMIDITY CONTROL CARPET GLUE 20 GALLONS @ 414 PLUS TAXES EACH 5 GALLON BUCKET. we can discuss a cheaper option of glue but this is soundproof and is the best in the market.	1	2,214.00	2,214.00
Material TRANSITIONS	9	69.99	629.91
Overhead 18% of overhead	1	3,224.24	3,224.24

TOTAL

\$28,366.73

Accepted By

Accepted Date

QUOTE

Nance's Flooring
 1627 East Gary Road
 Lakeland, FL 33801
 863.682.6700

Customer Details 1/27/2025

Name: Town of Dundee
 Address: PO Box 1000 202 Main Street, Dundee, FL 33838
 Email: jvice@townofdundee.com Phone: 863.514.6636
 Salesperson: Craig Nance Job Name: Town Hall

Description	Per	Qty.	Unit Price	Line Total
Furnish & install carpet (Tiles)	YD	450	\$ 40.50	\$ 18,225.00
Furnish & install carpet (Rolled goods)	YD	52	\$ 40.50	\$ 2,106.00
Furnish & install vinyl base	LN FT	1200	\$ 3.00	\$ 3,600.00
Remove existing carpet	PC	1	\$ 3,100.00	\$ 3,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Terms & Conditions
 This is a quotation on the goods named, subject to the conditions noted below.
 This estimate is for completing the job described above, based on our evaluation.
 It does not include unforeseen price increases or additional labor, materials,
 and floor prep which may be required to complete the job.

Subtotal	\$ 27,031.00
Total	\$ 27,031.00

Customer Acceptance

X		
Signature	Printed Name	Date

Thank you for choosing Nance's Flooring!

Tucker Carpets FlooringAMERICA

1505 6th Street, S.E.
Winter Haven, FL 33880
Phone: (863) 293-6641
Fax: (863) 293-5739

January 30, 2025

SUBMITTED TO:
Town of Dundee
P.O. Box 1000
Dundee, FL 33838-1000
Phone: (863) 514-6636

ATTENTION: John Vice

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Re: Town Hall Building

**Remove and Replace Commercial Carpet with glue-down installation –
Style: Traction II (Broadloom); Color: To Be Selected with
4” Vinyl Cove Base – Color: To Be Selected in the Meeting Hall, Stage,
Side of the Stage, Halls, 9 Offices, Copy Rm, Break Rm, Reception,
and Lobby Ramp as specified.**

Total = \$ 20,738.00

OR

**Remove and Replace Commercial Carpet Tile with glue-down installation –
Style: Clarify Tile (Carpet Tile); Color: To Be Selected with
4” Vinyl Cove Base – Color: To Be Selected in the Meeting Hall, Stage,
Side of the Stage, Halls, 9 Offices, Copy Rm, Break Rm, Reception,
and Lobby Ramp as specified.**

Total = \$ 24,375.00

*****Pricing good for 30 Days.***
Includes minimal floor prep.
ALL SALES ARE FINAL.**

*****Customer to move ALL Furniture.*****

Thank you,
Don Ott

Accepted Signature: _____ Date: _____