



AMENDED TOWN COMMISSION MEETING AGENDA

November 08, 2022 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA

- 1.** Approval of the Commission Consent Agenda for November 08, 2022

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

NEW BUSINESS

- 2.** AMENDED Resolution 22-48, FY 2021 – 2022 Budget Amendment
- 3.** AMENDED Discussion & Action, Concurrency Developers Agreement
- 4.** REMOVED Resolution 22-51, Woodland Ranch Estates Certified Subdivision Plan

- [5.](#) AMENDED Resolution 22-52, Shores of Lake Dell Subdivision Certified Subdivision Plan
- [6.](#) AMENDED Resolution 22-50, Crystal Lake Preserve Subdivision Certified Subdivision Plan
- [7.](#) Resolution 22-49, Landings at Lake Mabel Loop Subdivision Certified Subdivision Plan
- [8.](#) Discussion and Action, CHA Consulting, Inc. Scope of Work for Population and Potable Water Demand Projections
- [9.](#) Discussion & Action, Odyssey Manufacturing Company Chlorine Modifications to Hickory Walk Water Treatment Plant Dedicating a Pump to Each Water Source
- [10.](#) Discussion & Action, Hubbard Construction Co. Notification of Claim

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

November 08, 2022 at 6:30 PM

Item 1.

AGENDA ITEM TITLE: Approval of the Commission Consent Agenda for November 08, 2022

SUBJECT: The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.

STAFF ANALYSIS: The consent agenda for the meeting of November 08, 2022 contains the following:

A. Agreements:

1. Data Works Plus Renewal

B. Board Resignations:

1. Joe Garrison Tree Board Resignation

C. Board Appointments:

1. Jeffery Gunter Planning & Zoning Board Application
2. Tracy Barnhill Tree Board Application
3. Dretextel Robinson Tree Board Application

STAFF RECOMMENDATION: Approval of the November 08, 2022 Consent Agenda

ATTACHMENTS:

- Data Works Plus Renewal Agreement
- Joe Garrison Tree Board Resignation Letter
- Jeffery Gunter Planning & Zoning Board Member Application
- Tracy Barnhill Tree Board Member Application
- Dretextel Robinson Tree Board Member Application

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

Item 1.

AGENCY: **Town of Dundee**
141 E. Main Street
Dundee, FL 33838

Term Effective **Start: 11/15/2022** **End: 11/14/2023**

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

STANDARD SOFTWARE SUPPORT: (AMOUNT: \$600.00)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis

DWP Job Numbers 11-280/12-01874:

Five (5) DataWorks Plus RapidID Edge Device Software Licenses

- Serial Number (HW NOT COVERED): BC2u50942, BC2u50076, BC2u50664, BC2u53741, BC2u53348

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1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Agency** can contact Technical Support using either of the following options:
- Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: support@dataworksplus.com
- 1.2 The **Agency** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Agency** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Agency** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
- DATAWORKS PLUS will contact the **Agency** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **Agency**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Agency**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all enhancements, additions and updates to the SOFTWARE. The **Agency** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
- ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Agency's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

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4. AGENCY'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The **Agency** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Agency** requires assistance, DATAWORKS PLUS will assist the **Agency** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.
- 4.2 However, the **Agency** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Agency**.
- 4.3 The **Agency** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Agency** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.
- 4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your Agency)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Agency**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a

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similar service. Replacement units will be loaned to the **Agency** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.
- 5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.
- For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the **Agency**. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the **Agency**. No loaner equipment will be provided during this time.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Agency**. Quotes for training can be obtained by contacting **Agency's** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:
- Migration of applications and/or databases to new hardware
 - Migration of DataWorks Plus applications to agency-provided hardware
 - Physical relocation of hardware
 - Interface modifications needed due to changes made outside of DataWorks Plus applications.
- The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

- 9.1 The **Agency** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the

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maintenance/support costs listed on this contract will be refunded to the **Agency** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the **Agency** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

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***See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.*

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

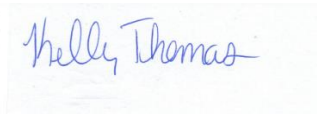
Agency: _____

Federal ID: 57-1104887

Name: _____

Name: Kelly Thomas

Signature: _____



Signature: _____

Title: _____

Date: August 29, 2022

Date: _____

PO#: _____

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Greenville, SC 29607



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DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

- Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

$$\begin{array}{rclcl} \underline{\hspace{2cm}} & \times & \$2,500.00 & = & \underline{\hspace{2cm}} \\ \# \text{ Attendees} & \times & \$2,500.00 & = & \text{Total} \end{array}$$

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

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ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

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ADDENDUM B – DECLINE OF MAINTENANCE

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

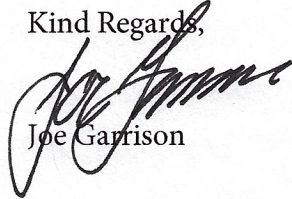
October 29, 2022

Dundee Commission
Dundee Tree Board
202 E Main St
Dundee, FL 33838

Please accept this email as my resignation of the Dundee Tree Board.

Thank you for the opportunity.

Kind Regards,



Joe Garrison

JOE GARRISON

863-557-0419
joe@garrisonland.com
PO BOX 510, Dundee, FL 33838

Town of Dundee



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest:

Name: Jeffrey Gunter

Address: 839 Lake Marie Dr.

Phone: 863-661-3528

Email Address: jeffgunter27@gmail.com

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

25 years, as a general contractor + business owner in the industry.

Can you commit to attending the schedule of meetings? Yes

What date are you available to start? 11-7-22

How long have you been a resident of the Town? 3

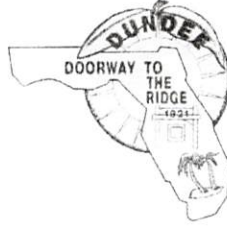
Have you ever applied for membership or served on any boards in the Town? YES NO

If so, which board and year: Charter review + Election review

Applicant Signature: [Signature] Date: 10-28-22

FOR OFFICE USE ONLY

Received by _____ Date _____
Date reviewed by Mayor & Town Commission: _____ Approved _____
Disapproved _____



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest:

Name: Tracy Barnhill
Address: 2023 Barstow Ln
Phone: 863 409-9929
Email Address: tracy6045@yahoo.com

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

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

What date are you available to start? The next meeting

How long have you been a resident of the Town? 5 yrs

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

If so, which board and year:

Applicant Signature: Tracy Barnhill Date: 11/3/22

FOR OFFICE USE ONLY:

Received by Melissa Glogowski Date 11/03/2022
Date reviewed by Mayor & Town Commission: _____ Approved _____
Disapproved _____

Town of Dundee



DUNDEE TOWN COMMISSION

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

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: TREE BOARD

Name: Dreextel ROBINSON

Address: 612 DR. MLK STREET

Phone: 689-234-8129

Email Address: derobinson07@gmail.com

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

I understand the IMPORTANCE AND THE NECESSITY OF TREES why we need them AND what they give AND DO FOR us

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? 50 years

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

Thank you for your interest in serving Dundee!

FOR OFFICE USE ONLY:

Received by Melissa Glogowski Date 11/04/2022

Date reviewed by Mayor & Town Commission: _____ Approved _____

Disapproved _____



TOWN COMMISSION MEETING

November 08, 2022 at 6:30 PM

AMENDED

Item 2.

AGENDA ITEM TITLE: AMENDED Resolution 22-48, FY 2021 – 2022 Budget Amendment

SUBJECT: The Town Commission will consider approval of Resolution 22-48 amending the fiscal year 2021 – 2022 annual budget.

STAFF ANALYSIS: Resolution 22 - 48 amends the FY 2021 – 2022 annual budget's general fund, impact fund and enterprise fund to provide adjustments in revenues and expenditures experienced during the year.

General Fund – Budgeted 6,264,377 the spending was 5,866,705 with a carryover fund balance of \$397,672.00

Impact Fund – The activity was \$156,676.00 (We will review all expenditures to verify which expense would comply with state statute prior to posting for audit)

Enterprise Fund – Budgeted \$4,100,0400 the activity for the year was \$3,491,197

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Approval of Resolution 22-48 for the FY 2021 – 2022 budget amendment.

ATTACHMENTS: Resolution 22-48- AMENDED

RESOLUTION 22-48

**A RESOLUTION OF THE TOWN OF DUNDEE,
POLK COUNTY, FLORIDA, AMENDING FINAL
APPROPRIATION OF FUNDS FOR THE FISCAL
YEAR 2021 – 2022 BUDGET; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the original estimates, and

WHEREAS, a change in circumstances regarding projected revenue and expenditures occurred making it appropriate to amend the Fiscal Year 2021 – 2022 budget, and

WHEREAS, each fund budget shall not exceed their appropriation per Florida Statute 166.241:

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

- 1. That the budget for the Fiscal Year 2021 - 2022 of the Town of Dundee is hereby amended as detailed on Exhibit "A" as attached hereto.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 8th day of November 2022.

TOWN OF DUNDEE

Sam Pennant, Mayor

CLERKS ATTESTMENT:

TOWN SEAL

Jenn Garcia, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Exhibit A

2019-2020 Budget Amendment

Revenues	Actual	Budget	Amendment
Taxes	\$ 1,887,013.48	\$ 2,586,791.00	\$ (699,777.52)
Intergovernmental	\$ 488,121.76	\$ 332,639.00	\$ 155,482.76
Liceses & Permits	\$ 293,299.11	\$ 332,000.00	\$ (38,700.89)
Charges for Services	\$ 2,920,583.76	\$ 2,594,756.00	\$ 325,827.76
Fine & Forfeiture	\$ 1,290.47	\$ 27,500.00	\$ (26,209.53)
Other/misc	\$ 700,905.49	\$ 755,700.00	\$ (54,794.51)
Franchise Fees	\$ 313,904.63	\$ 310,000.00	\$ 3,904.63
Total Revenues	\$ 6,605,118.70	\$ 6,939,386.00	\$ (334,267.30)
Expenditures	Actual	Budget	Amendment
General Government	\$ 4,319,708.78	\$ 4,087,048.00	\$ 232,660.78
Public Safety	\$ 1,287,349.86	\$ 1,303,854.00	\$ (16,504.14)
Development Services	\$ 328,765.21	\$ 224,029.00	\$ 104,736.21
Culture/Recreation	\$ 186,769.16	\$ 207,459.00	\$ (20,689.84)
Capital Outlay	\$ 932,598.77	\$ 1,559,804.00	\$ (627,205.23)
Debit Services	\$ 666,083.00	\$ 666,083.00	\$ -
Total Expenditures	\$ 7,721,274.78	\$ 8,048,277.00	\$ (327,002.22)



TOWN COMMISSION MEETING

June 28, 2022 at 6:30 PM

AMENDED

AGENDA ITEM TITLE: AMENDED Discussion & Action, Concurrency Developers Agreement

SUBJECT: The Town Commission will consider approval of a form Concurrency Developers Agreement.

STAFF ANALYSIS: Defer to Town Attorney

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Approval of the form Concurrency Developers Agreement

ATTACHMENTS: Form Concurrency Developers Agreement

CONCURRENCY DEVELOPER’S AGREEMENT

THIS CONCURRENCY DEVELOPER’S AGREEMENT (“Agreement”) is made this _____ day of _____, 2022 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the “Town”), and _____ (the “Developer”).

FACTUAL RECITALS

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

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

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): _____ and _____, which totals approximately ____ acres (the “Property”); and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on November 8, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission will consider Resolution No. _____ conditionally approving the Certified Subdivision Plan (the “CSP”) for the Development; and

WHEREAS, pursuant to the CSP, if approved by the Town of Dundee Town Commission, the Developer may proceed with dry-line construction of the potable water lines for the Development; and

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

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

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

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

WHEREAS, the Well provides irrigation water for agricultural uses on _____ acres of real property which includes, but is not limited to, the Property; and

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

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

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town’s WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town’s WUP will be allocated to the

Development on a pro-rata basis in a form and manner acceptable to the Town and Developer; and

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

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

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

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

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

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

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

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

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

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

SECTION 1. RECITALS. The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement,

the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public utility facilities and services related to potable water needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

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

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

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

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

3.4 “*Developer*” means _____, _____, and any and all of the successors and permitted assigns of _____.

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

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

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

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

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

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

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

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

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

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

4.1 Town Obligations.

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

4.1.2 The Town shall enter into a Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement). A copy of the Allocation Agreement is attached hereto as Exhibit “A” and made a part hereof by reference.

4.1.3 The Town, upon receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. _____) (the “Developer WUP”), shall allocate and assign any increase or credit to the Town’s WUP to the Development on a pro-rata basis in a forma and manner acceptable to the Town and Developer.

4.2 Developer Obligations.

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

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

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

4.2.4 Developer (as defined by 3.4 of this Agreement) shall enter into the Allocation Agreement (see attached Exhibit "A") with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer of the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.5 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the permitting and/or construction of "dry-lines," the Town's concurrency deficiency related to allocable potable water, the Town's inability to issue or approve development orders and/or development permits without allocable potable water capacity, and the terms and conditions set forth by this Agreement. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney's fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development.

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

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

SECTION 5. DEVELOPER'S ACKNOWLEDGMENT OF RISK.

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

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

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the

specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

DEVELOPER: _____

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

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

SECTION 13. MISCELLANEOUS PROVISIONS.

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

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

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

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence

on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

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

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

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

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement. The Developer may not assign its rights, duties, and obligations under this Agreement in whole or in part without the Town's written consent as approved by the Town Commission which consent may not be unreasonably withheld, delayed, or conditioned.

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

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

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

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

13.13 **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of

this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

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

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

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

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

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

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

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

14.5 If Developer does not comply with a public records request, Town shall enforce the Agreement which may include immediate termination of Agreement.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S

CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EXT. 238, JGarcia@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

14.6 This Section shall survive the termination of this Agreement.

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

SECTION 16. TERMINATION AND REMEDIES.

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

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

16.3 In no event shall the Town be liable to the Developer for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this agreement by the Town whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

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

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR

OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

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

SECTION 21. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

**DUNDEE FREDERICK, LLC,
A Florida limited liability company**

By: _____
_____, Managing Member

Witness

Witness

Date

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name: _____
My commission expires: _____

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Jenn Garcia, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

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

WATER SUPPLY ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between _____, a _____, ("OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

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

SECTION 1. **RECITALS**. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. **WATER ALLOCATION TRANSFER**. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. _____ (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently _____ gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

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

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

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

SECTION 6. **WATER SERVICE**. Upon execution of an agreement regarding the TOWN's provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

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

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

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full

power and authority to bind the entity for which that person is signing.

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

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

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

SECTION 13. **PUBLIC RECORDS**. Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.

IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGARCIA@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.

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

ATTEST:

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

Jenn Garcia
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

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

WITNESS my hand and official seal this _____ day of _____, 2022.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER

By: _____

Print Name:

↑ Witness signature ↑

Its: _____

↑ Witness signature ↑

Date: _____

Print witness name: _____

[CORPORATE SEAL]

↑ Witness signature ↑

↑ Witness signature ↑

Print witness name: _____

STATE OF FLORIDA
COUNTY OF _____

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

WITNESS my hand and official seal this _____ day of _____, 2022.

My Commission expires:

Notary Public in and for the State of Florida at Large

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY



TOWN COMMISSION MEETING

November 08, 2022 at 6:30 PM

AGENDA ITEM TITLE: Resolution 22-51, Woodland Ranch Estates Certified Subdivision Plan

SUBJECT: The Town Commission will consider approval of Resolution 22-51 for the Woodland Ranch Estates Certified Subdivision Plan

STAFF ANALYSIS: This is an applicant-initiated request for approval of a certified subdivision plan for Woodland Ranch Estates Subdivision

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval with conditions.

ATTACHMENTS: Staff Report

Resolution 22-51



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

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Town Planner

AGENDA DATE: November 8, 2022

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

BACKGROUND:

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

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

CERTIFIED SUBDIVISION PLAN

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

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

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

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

CSP Comments

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

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

Conditions

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

Town Commission Review

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

MOTION OPTIONS:

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

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

Attachment: Resolution 21-51 (with CSP Plan)

RESOLUTION NO. 22-51

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

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

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

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

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

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

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

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

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

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

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

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Certified Subdivision Plan (the "CSP") for the Woodland Ranch Estates Subdivision (the "Subdivision") is attached hereto as Exhibit B and incorporated herein by reference. The Subdivision is located eastside of H.L. Smith Road, 0.2 +/- miles north of Lake Mabel Loop Road, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272825-000000-044010, 272825-000000-043020, 272825-000000-043020, 272825-000000-044020, 272826-000000-021020, and 272826-000000-022010 and is depicted by the location map which is attached hereto as Exhibit "A" and incorporated herein by reference. The CSP was presented to the Town Commission for approval on the 8th day of November 2022.

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

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

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

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

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

Resolution 22-51
Woodland Ranch Estates Certified Subdivision Plan (CSP)
Page 4

6. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

Town Clerk – Jenn Garcia

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

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





TOWN COMMISSION MEETING

November 08, 2022, at 6:30 PM

AMENDED

-
- AGENDA ITEM TITLE:** Resolution 22-52, Shores of Lake Dell Subdivision Certified Subdivision Plan
- SUBJECT:** The Town Commission will consider approval of the Shores of Lake Dell Subdivision Certified Subdivision Plan (CSP).
- STAFF ANALYSIS:** This is an applicant-initiated request for approval of a certified subdivision plan for Shores of Lake Dell Subdivision.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Resolution 22-52 with conditions.
- ATTACHMENTS:** Staff Report
Resolution 22-52
Water Supply Allocation Agreement
Developer's Agreement



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

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Town Planner

AGENDA DATE: November 08, 2022

REQUESTED ACTION: Resolution 22-52
Consider Certified Subdivision Plan (CSP) for the Shores of Lake Dell Subdivision, further known as parcel 272828-846000-000010

BACKGROUND:

TBHG, LLC (applicant) requests approval of Certified Subdivision Plan (CSP) for the Shores of Lake Dell subdivision for approximately 13.09 +/- acres of land located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), further described as parcel 272828-846000-000010. The property has a Future Land Use of Medium Density Residential (MDR) and a Zoning of Planned Unit Development Residential (PUD-R).

The proposed project includes 41 single-family lots and 7.43 acres of recreational land to be owned and maintained by a Home Owner's Association.

CERTIFIED SUBDIVISION PLAN

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

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

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for

residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

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

CSP Comments

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

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

Conditions

Conditions related to technical review are included in the resolution for Crystal Lake Preserve.

Town Commission Review

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

MOTION OPTIONS:

1. I move approval of Resolution 22-52 approving the Certified Subdivision Plan for the Shores of Lake Dell and approving construction prior to platting.
 2. I move approval of Resolution 22-52 with conditions approving the Certified Subdivision Plan for the Hilltop Groves Subdivision and approving construction prior to platting.
 3. I move continuing this item to a date and time certain.
-

Attachment: Resolution 22-52 (with CSP Plan)

RESOLUTION NO. 22-50

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE SHORES OF LAKE DELL SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE SHORES OF LAKE DELL; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Shores of Lake Dell Subdivision (the "Subdivision") is to occur on approximately 13.09 +/- acres which are located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010, (collectively referred to as the "Property"); and

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

WHEREAS, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code ("LDC"), JSK Consulting, INC (the "Applicant") submitted a Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on August 19, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 7.43 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 41 single-family lots and 7.43 +/- acres of recreational land to be owned and maintained by a Home Owner's Association; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission’s approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Shores of Lake Dell Certified Subdivision Plan (the “CSP”) is attached hereto as **Exhibit “B”** and incorporated herein by reference. The Crystal Lake Preserve Subdivision (the “Subdivision”) is located at the northeast corner of the intersection of Bay Street and Lemon Avenue (0 Old Highway 542, Dundee), in Dundee, Florida, further identified as Polk County Property Appraiser’s Parcel Identification Number 272828-846000-000010, (collectively referred to as the “Property”).

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included where as composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.
 - e. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or

improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

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

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

form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Shores of lake Dell Certified Subdivision Plan.
- 8. 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 or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

Town Clerk – Jenn Garcia

Approved as to form:

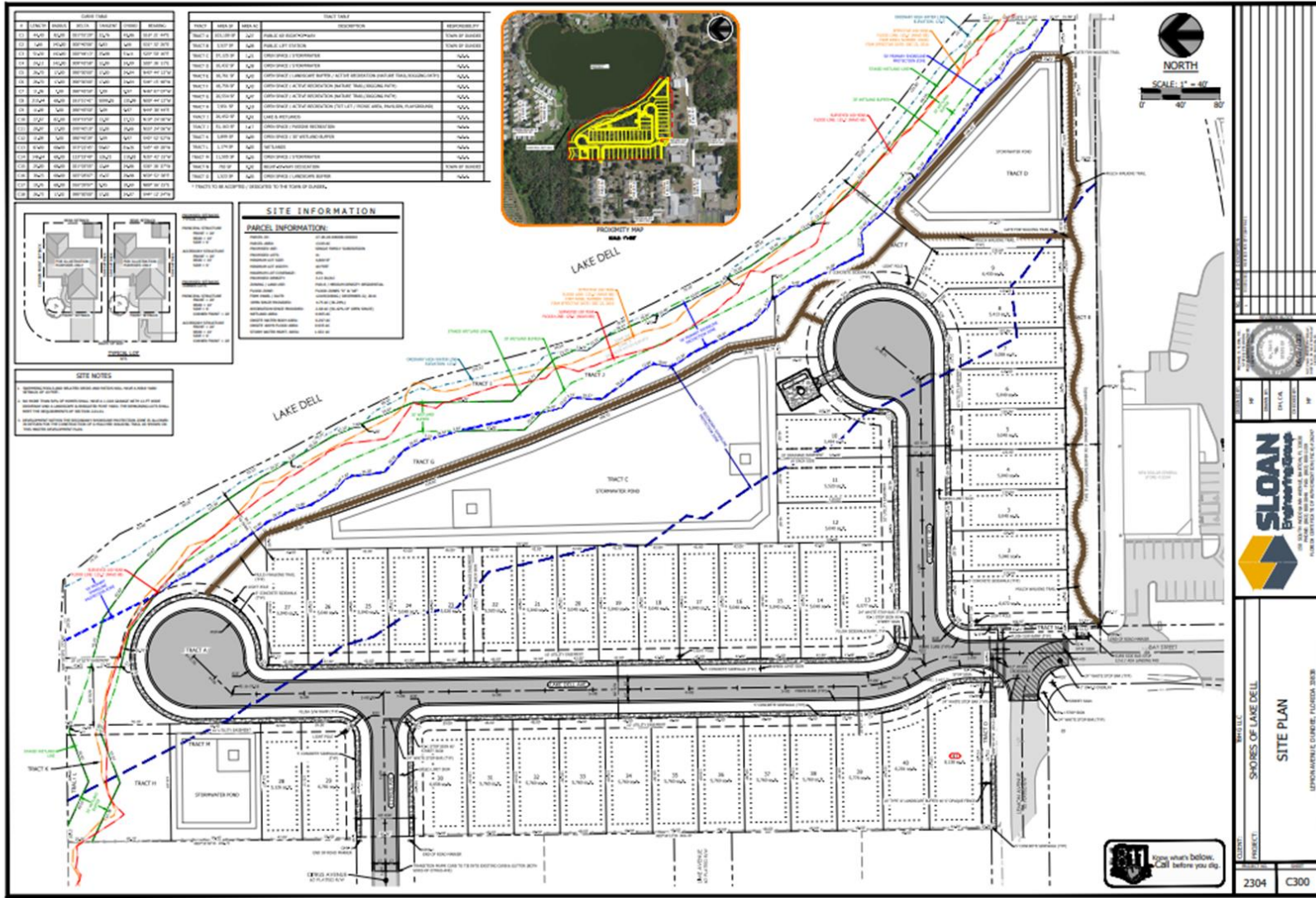
Resolution 22-52
Shores of Lake Dell Certified Subdivision Plan (CSP)
Page 6

Town Attorney - Frederick J. Murphy, Jr.

RESOLUTION 22-51 EXHIBIT A LOCATION MAP



RESOLUTION 22-51 EXHIBIT B CERTIFIED SUBDIVISION PLAN



RESOLUTION 22-51 EXHIBIT C
ORDINANCE 21-19 EXHIBIT D

ORDINANCE NO. 21-19
Page 8

Ordinance 21-19
Exhibit "D"
Shores of Lake Dell PUD Special Conditions

1. The Master Development Plan includes potential impacts to the secondary shoreline protection zone. If at the time of subdivision plan review, the project includes impacts in the secondary shoreline protection zone, the applicant will complete a mitigation plan consistent with Section 5.04.06, which may include the enhancement of Lake Dell's shoreline.



TOWN COMMISSION MEETING

November 08, 2022 at 6:30 PM

AMENDED

-
- AGENDA ITEM TITLE:** Resolution 22-50, Crystal Lake Preserve Subdivision Certified Subdivision Plan
- SUBJECT:** The Town Commission will consider approval of the Crystal Lake Preserve Subdivision Certified Subdivision Plan (CSP).
- STAFF ANALYSIS:** This is an applicant-initiated request for approval of a certified subdivision plan for Crystal Lake Preserve Subdivision.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Resolution 22-50 with conditions.
- ATTACHMENTS:** Staff Report- AMENDED
Resolution 22-50- AMENDED



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

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Town Planner

AGENDA DATE: November 08, 2022

REQUESTED ACTION: Resolution 22-50:
Consider Certified Subdivision Plan (CSP) for the Crystal Lake Preserve Subdivision, further known as parcels 272820-000000-021010, and 272820-000000-023010

BACKGROUND:

JSK Consulting, Matthew Johnson, PE (applicant) requests approval of Certified Subdivision Plan (CSP) for the Crystal Lake Preserve subdivision for approximately 58.60 +/- acres of land located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, further described as parcels 272820-000000-021010, and 272820-000000-023010. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Low Density Single-Family Residential (RSF-1) and Moderate Density Single-Family Residential (RSF-3).

The proposed project includes 237 single-family lots and 2.75 acres of recreational land to be owned and maintained by a Home Owner's Association. The Town Commission approved the parks and recreation land dedication on April 13, 2021.

CERTIFIED SUBDIVISION PLAN

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

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

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and

recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

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

CSP Comments

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

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

Conditions

Conditions related to technical review are included in the resolution for Crystal Lake Preserve.

Town Commission Review

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

MOTION OPTIONS:

1. I move approval of Resolution 22-50 approving the Certified Subdivision Plan for the Crystal Lake Preserve Subdivision and approving construction prior to platting.
2. I move approval of Resolution 22-50 with conditions approving the Certified Subdivision Plan for the Crystal Lake Preserve Subdivision and approving construction prior to platting.
3. I move continuing this item to a date and time certain.

Attachment: Resolution 22-50 (with CSP Plan)

RESOLUTION NO. 22-50

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE CRYSTAL LAKE PRESERVE SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE CRYSTAL LAKE PRESERVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Landings at Lake Mabel Loop Subdivision (the "Subdivision") is to occur on approximately 58.60 +/- acres which are located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272820-000000-021010, and 272820-000000-023010, (collectively referred to as the "Property"); and

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

WHEREAS, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code ("LDC"), JSK Consulting, INC (the "Applicant") submitted a Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on April 13, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 2.75 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 237 single-family lots and 2.75 +/- acres of recreational land to be owned and maintained by a Home Owner's Association; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Crystal Lake Preserve Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Crystal Lake Preserve Subdivision (the "Subdivision") is located on the north side of Frederick Ave, approximately ¼ miles east of the intersection of US Highway 27 and Frederick Ave in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272820-000000-021010, and 272820-000000-023010, (collectively referred to as the "Property").

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments which include but are not limited to, the comments included where as composite Exhibit C (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.
 - e. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or

improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

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

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

form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Landings at Lake Mabel Loop Certified Subdivision Plan.
- 8. 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 or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

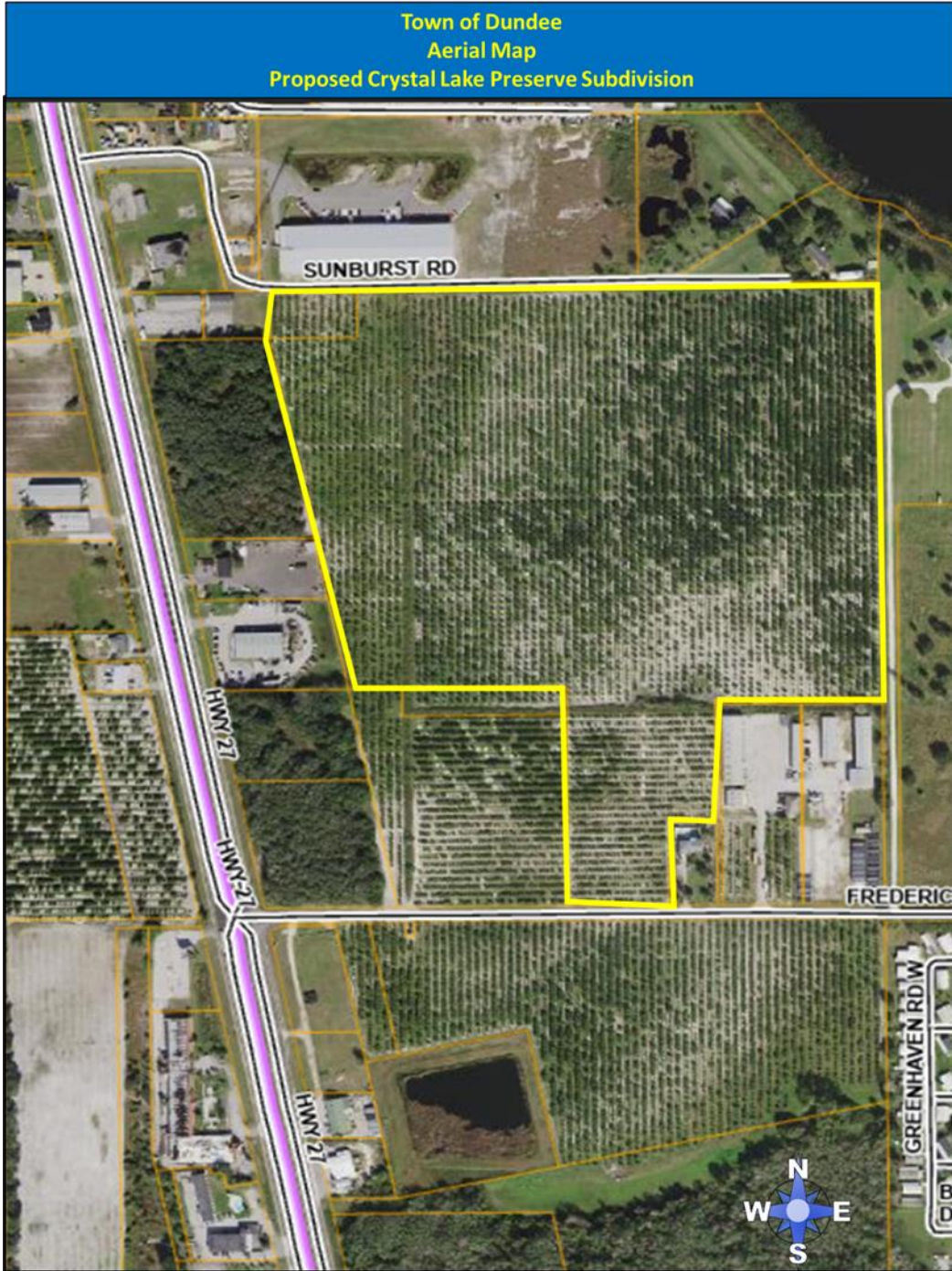
Town Clerk – Jenn Garcia

Approved as to form:

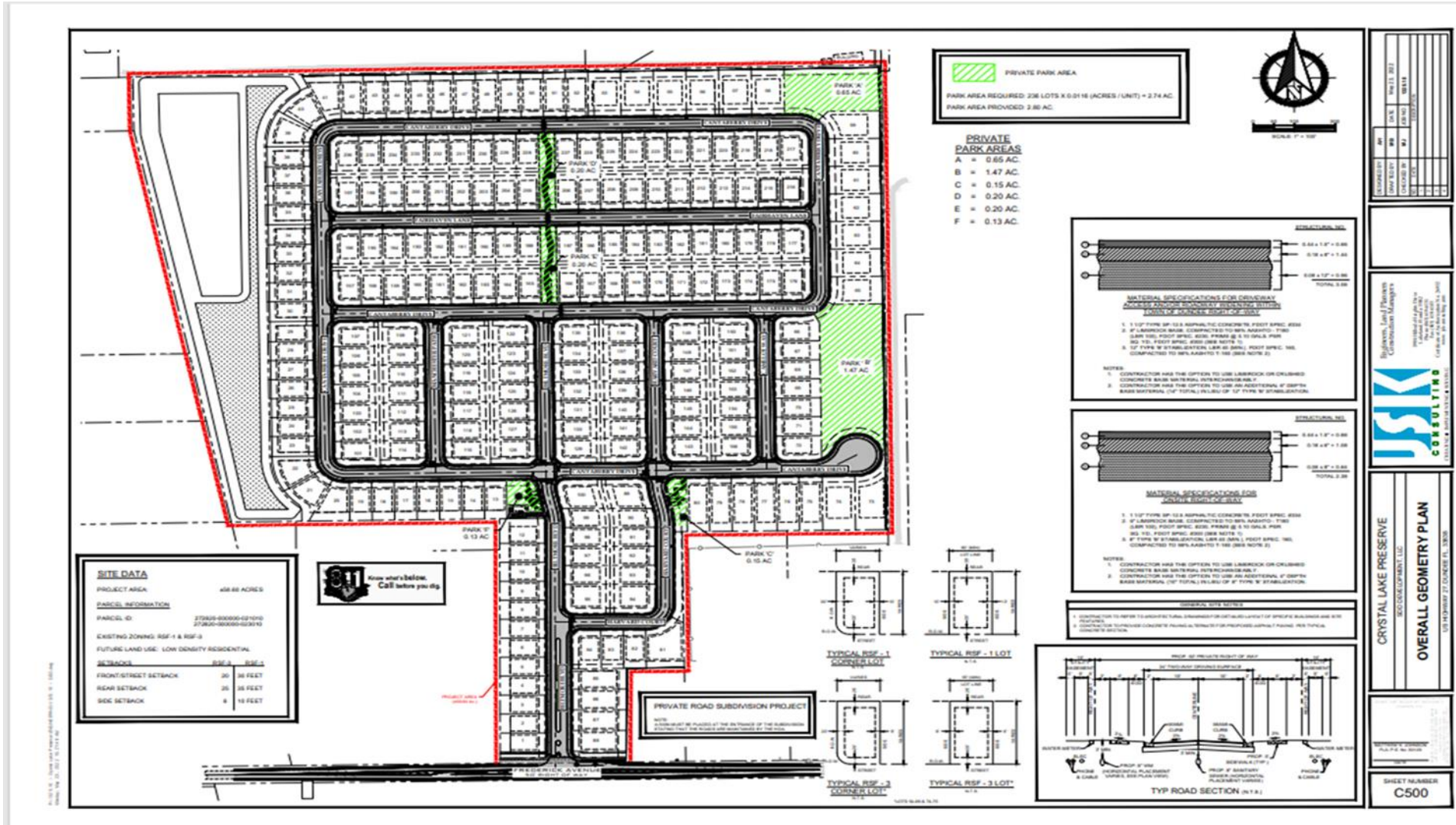
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Crystal Lake Preserve Certified Subdivision Plan (CSP)
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Town Attorney - Frederick J. Murphy, Jr.

RESOLUTION 22-50 EXHIBIT A LOCATION MAP



RESOLUTION 22-50 EXHIBIT B CERTIFIED SUBDIVISION PLAN



RESOLUTION 22-50 EXHIBIT C COMMENT LETTERS



Bayside Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811

October 25, 2022

Matthew K. Johnson, PE (via email: matthew@jsk-consulting.com)
President JSK Consulting
5904 Hillside Heights Drive
Lakeland, FL 33812

RE: Crystal Lake/Dundee Ridge PUD
Revise Traffic Impact Study, Review Comments

Attached is a copy of the October 21, 2022, traffic review comments letter on the Crystal Lakes project traffic methodology. This is the letter to Brenda Carter that I had mentioned to you previously regarding what needs to be included in an approved traffic methodology.

While you understand the methodology and what needs to be done, as noted in the last item in the attached October 21, 2022, comments letter, please send me a writer Traffic Methodology Statement so that I can review and approve your methodology. Please provide detail, on the software, documentation, and procedures that you plan to use. This will save time by ensuring that we are in agreement on the parameters, procedures and needed results.

Additionally, when you send traffic related information, letters, reports etc., to Brenda Carter, Town of Dundee; you can also cc me so that Brenda has a copy for her files; plus, I have a copy that I can review quickly.


Deakin Property Services, Inc.



George Deakin, P.E.
Vice President
Office: 813-839-2811
Mobile: 813-765-9796
E-Mail: George@DeakinProperties.com


Attachment: October 21, 2022, letter to Brenda Carter
alan@raylengineering.com; mbarbhy@cfry.com; plenn@raylengineering.com;
loeterson@townofdundee.com; jgarcia@townofdundee.com; tdavis@townofdundee.com;
weth@bosdon.com

[https://d.docs.live.net/916181814bcb265/Documents/GEORGE'S FILES/Dundee%20Town%20Traffic%20Consultant/Crystal%20Lake%20-%20Dundee%20Ridge/Crystal%20Lake%20-%20Transportation%20Impact%20Review%20Comments.docx](https://d.docs.live.net/916181814bcb265/Documents/GEORGE'S%20FILES/Dundee%20Town%20Traffic%20Consultant/Crystal%20Lake%20-%20Dundee%20Ridge/Crystal%20Lake%20-%20Transportation%20Impact%20Review%20Comments.docx)



Bayside Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811

RESOLUTION 22-50 EXHIBIT D COMMENT LETTERS



October 5, 2022

Ms. Tandra Davis
 Town Manager
 Town of Dundee
 202 East Main Street
 Dundee, FL 33838
 863-438-8330
tdavis@townofdundee.com

RE: Engineering Staff Comments on Resubmittal of Crystal Lake Subdivision Construction Plans (RES #20-145)

Ms. Davis,

We have reviewed the above referenced resubmitted site development plans in accordance with Town Code 7.01.07 (CSP requirements) and 3.06.00 (stormwater requirements), as well as a general review of the plans and design, and have the following comments.

Note that the design and the plan set are still undergoing significant reexamination and significant revision by the consultant, and need more such attention to fully respond to prior review comments and to resolve internal inconsistencies (some review comments had not been responded to at all, and some still have not been responded to completely – see below). As a result, approval by the Town cannot be contemplated at this time without further revision and review. Comments derived from specific code requirements have been provided as noted above.

Examples are provided for the comments provided below, but the examples given are not all-inclusive of items that need attention and/or revision. We encourage the consultant to carefully review the design and plans and correct all inconsistencies and other instances that are affected by the noted comments before the next resubmittal.

Code comments:


- Comments per Town Code 7.01.07 are indicated on the attached checklist of required items.
- Comments per Town Code 3.06.00 are indicated on the attached checklist of required items

Comments from our previous letter:

We have reviewed the plans in light of our previous letter of July 19, 2022 and find the following comments to be outstanding or requiring additional response from the applicant. Only comments requiring further attention are shown here. If a prior comment is not cited here, the response received was satisfactory.

- a. It appears that the comments provided in the Town Code checklist attached to our July 19 letter have not been addressed, except for a few items that were identified and discussed in greater detail in the letter. The checklist items are Town Code requirements and must be addressed and the comments closed in the same manner as individually-drafted comments are addressed. A copy of the checklist originally attached as part of the July 19 letter is attached to this letter for your attention and response.
- b. Note that in the checklist, the item on page 2 that starts with the words "Storm drainage into natural water

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www.raylengineering.com



bodies" is deemed to have been satisfied by your use of the Alternate C notch-type discharge structure and permanent pool. This determination was made based upon review of SWFWMD Technical Procedure Number TP/SWP-Q22 "Wet Detention Design Pool Requirements and Alternatives," dated August 27, 1990.


- c. The item discussed above in (b) above has been marked as satisfactory on the attached checklist, as have the other items mentioned in (a) above. All other items remain open/unresponded and need your attention and response.

New comments:

1. A backup generator for the lift station is required. Please provide a note on the lift station sheet stating that a generator is required and that the lift station control panel must accommodate the connection. In addition, please add the requirement that the shop drawing submittal for the generator shall include calculations signed and stamped by a registered electrical engineer demonstrating that the generator is suitably sized for the size and operation of the lift station pumps, and that the generator and lift station proposed will operate together as a cohesive unit.
2. The Hydromatic S4P pump specified does not meet requirements for solids handling. The requirement, per Haines City 9.21.1, is that the pump must be able to handle a 3" solid sphere. The specified pump states it is capable of handling 2" solids. Please review and specify a pump that meets the requirements, then change the calculations document and plans accordingly.
3. The 30" base slab of the lift station wet well must be securely attached to the wet well walls so that in an uplift event the weight of the thickened base slab will act as a single unit with the rest of the lift station structure to resist uplift forces. No details are shown for the connection between the slab and the walls – please provide details/calcs that show how the slab and the walls are attached and that the specified attachment method will sustain the uplift forces anticipated.
4. On the lift station sheet, elevation "Dim H" is labeled "top of pump bail." The elevation given, however, is only 1.5' above the lift station wet well floor. The S4P is taller than 1.5' – please review this callout and revise as needed.
5. On Sheet C090 and elsewhere in the plan set there is a note requiring signs posted that the HOA maintains the roads. The title of the note, however, appears to indicate the sign should also apply to storm water management ("SWM"). Please review and revise as needed.
6. On Sheet C725A, the last run of pipe – between ST-165 and ST-166 – is shown as ADS-PP rather than RCP, which is correctly shown on Sheet C610. Please correct Sheet C725A to show the correct RCP pipe material.
7. On Sheet C725A, please add the following note Per Town Code 5.04.05.6 adjacent to the outfall pipe where it enters the Primary Shoreline Protection Zone: "Completely restore any portion of the primary shoreline protection zone damaged during construction."
8. On Sheet C611, sections C through M refer to "lot line" – it is unclear just what this denotes, as there are not actual lot lines in the areas depicted. Perhaps this is a reference to the grade break line in the pad, or??? Please clarify and relabel.

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RESOLUTION 22-50 EXHIBIT D COMMENT LETTERS



9. Show disposition, e.g., cut at property line and plug, etc., of the 12" pipe that drains the existing onsite ditch along the north property line approximately 600' from the NE property corner.

10. In the Water Flow Analysis report, it states "The available water supply has been set at a minimum pressure of 40 psi. Please state the source of this figure. An assumed value is not acceptable here. Contact the Town of Dundee Utilities Department to obtain actual pressure and flow availability for use in the calculations, or have an independent test firm provide the figure based on site tests. Review and revise the calcs as necessary to reflect the actual figure.


11. Also in the water report, as noted on the attached requirements checklist, the required minimum fire flow is 1000 gpm for 30 minutes, taken from a single hydrant, with minimum residual pressure of 20 psi. Please review and revise the calcs and plans accordingly.

12. Please provide a comprehensive legend of symbols used on the plans. Many symbols and line types used on the plans are unlabeled and do not appear on the legend that is provided. For example, there is an unidentified heavy dashed line shown throughout the plan set (e.g., C5xx series, C6xx series, etc.) that appears to be approximately 10 feet outside what appears to be the actual project boundary, and is labeled as "Project Area (+/- 58.60 ac.) as if it is the actual project boundary, which it is not. Without a legend it is impossible to tell what line represents what on the plan set.

13. At the rear of lots 1-12 is a 25' strip labeled "Proposed 25' landscape and drainage easement." On Sheet C800 Landscape Plan, this strip is shown to include a 15' Type B Landscape Buffer, but the buffer stops in the middle of Lot 11. Why does the buffer stop? And why is the easement 25' wide instead of 15' only? No drainage facilities appear to be shown within the 25' strip on the C600 grading and drainage sheets.

14. On Sheet C500, typical lot plans, the sub note lists the lots which are considered RSF-3. The lot numbers given do not correspond with the plan layout, as lot 53 is also 80' wide. More confusing is the fact that the 80' lots are labeled on the typical lot plans as RSF-3, but are shown on plan Sheets C509 and C510 with RSF-1 setbacks. Please review this detail and the associated lots on the plan sheets and make sure the two groupings of information match each other.

Please review the comments above, revise the plans accordingly, and provide a detailed resubmittal letter outlining all responses to comments. After the resubmittal is received addressing the above comments, additional review will occur, and there will likely be additional comments provided.

Sincerely,

Glenn Clover
Senior Project Manager
Rayl Engineering and Surveying, LLC

Attachment: Town Code content requirements checklist, annotated
CC: Marisa Barmby, CFRPC

810 East Main Street • Bartow, FL 33830 • 863-537-7901 • alan@rayleng.com
www.raylengineering.com

Crystal Lake Preserve 20-145
7/18/22
10/5/22

TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN (CSP) CONTENT REQUIREMENTS CHECKLIST

Per Town Code 7.01.07, the following items of content must be included in the Certified Subdivision Plan.

- The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.
- The size of sheets shall be 24 inches by 36 inches
- CSP shall contain, in addition to the data provided on the PSP, the following:
 - Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data.
 - All existing fire hydrants, underground and aboveground utilities on or adjacent to the proposed subdivision.
 - All existing streets on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing streets shall be dimensioned to the tract boundaries. All subdivisions shall have safe and adequate access and no subdivision shall have access or frontage on a substandard street. *PLEASE PROVIDE THIS INFORMATION FOR PROPOSED AVENUE*
 - Existing and proposed contours shown at not more than one-foot intervals and shall be extended a minimum of 100 feet beyond the boundaries of the proposed plat. USGS datum shall be used with benchmarks shown on the plan.
 - Site design, including streets with proposed street names and functional classification, lot lines, utility access and service easements. *PLEASE PROVIDE FUNCTIONAL CLASSIFICATION FOR PROPOSED STREETS*
 - Typical roadway cross-section and profiles shall be provided, including all information for street and sidewalk construction.
 - Roadway profiles shall display existing and proposed underground construction along the street centerline. Stationing data shall be at intervals of no less than 50 feet.
 - A permit or permits from the jurisdictional permitting agency or agencies approving any access to state, county, or local roadways.
 - Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.
 - N/A* Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.
 - N/A* On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and watershed name above the point of entry shall be noted.
 - N/A* Identification and designation of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.
 - OK* All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of this Code, including on-site, positive and final outfall. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a permit or permits from the required permitting agency or agencies approving the proposed stormwater management system *AS LISTED IN THE ATTACHED LETTER PLEASE PROVIDE A COPY OF THE SUPPLEMENTAL PERMITS COVERING THE PROPOSED ST*
 - Utilities plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of lines, valves, pumps, fire hydrants, manholes, pump stations and other data as set

1

RESOLUTION 22-50 EXHIBIT D COMMENT LETTERS

*Crystal Lake Preserve 20-145
7/19/22
10/5/22*

TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN (CSP) CONTENT REQUIREMENTS CHECKLIST

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- The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.
- The size of sheets shall be 24 inches by 36 inches
- CSP shall contain, in addition to the data provided on the PSP, the following:
 - Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data.
 - All existing fire hydrants, underground and aboveground utilities on or adjacent to the proposed subdivision.
 - All existing streets on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing streets shall be dimensioned to the tract boundaries. All subdivisions shall have safe and adequate access and no subdivision shall have access or frontage on a substandard street. *PLEASE PROVIDE THIS INFORMATION FOR FREDERICK AVENUE*
 - Existing and proposed contours shown at not more than one-foot intervals and shall be extended a minimum of 100 feet beyond the boundaries of the proposed plat. USGS datum shall be used with benchmarks shown on the plan.
 - Site design, including streets with proposed street names and functional classification, lot lines, utility access and service easements. *PLEASE PROVIDE FUNCTIONAL CLASSIFICATION FOR PROPOSED STREETS*
 - Typical roadway cross-section and profiles shall be provided, including all information for street and sidewalk construction.
 - Roadway profiles shall display existing and proposed underground construction along the street centerline. Stationing data shall be at intervals of no less than 50 feet.
 - A permit or permits from the jurisdictional permitting agency or agencies approving any access to state, county, or local roadways.
 - Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.
 - Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.
 - On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and watershed name above the point of entry shall be noted.
 - Identification and designation of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.
- All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of this Code, including on-site, positive and final outfall. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a permit or permits from the required permitting agency or agencies approving the proposed stormwater management system *AS LISTED IN THE ATTACHED LETTER PLEASE PROVIDE A COPY OF THE SURFICIAL PERMIT COVERING THE PROPOSED CD*
- Utilities plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of lines, valves, pumps, fire hydrants, manholes, pump stations and other data as set

1

- All swales, ditches, or canals shall have sufficient right-of-way provided to allow for the installation of the ditch, plus a minimum of a 20-foot maintenance berm on each side and a 15-foot property setback adjacent to the installation. Areas adjacent to the ditches and canals shall be graded in such a manner as to preclude the entrance of excessive runoff except at locations provided.
- The maximum side slope permitted shall be 3 to 1, with the top ditch bank rounded off. The minimum bottom width of outfall ditches and canals shall be four feet.
- All runoff from each individual unit must be handled to a point of positive outfall. No design of an individual unit shall be dependent upon the ultimate installation of a future unit.
- Where an existing outfall is being utilized and the capacity to handle any additional runoff is in question, data to support the design shall be included in the analysis. All ditches shall be sized using accepted engineering practices. In all cases, sufficient engineering data giving drainage area, velocity, and depth of flow is to be included in the drainage analysis.
- Unless unstable or highly erosive soil conditions indicate that a lower design velocity is desirable, or unless erosion protection is provided, the maximum allowable velocity shall be five feet per second. The maximum grade of the outfall ditch, likewise, shall be that grade which will produce a velocity of five feet per second. The minimum grade shall be that grade required to provide for design flow.
- All retention/detention basins shall be readily accessible from streets or public rights-of-way, and shall be situated so that maintenance can be easily performed. All drainage facilities shall be of a low-maintenance type and designed as follows: *POUD 100 DOES NOT MEET THIS CRITERIA IT IS NOT READILY ACCESSIBLE FROM A PUBLIC ROW AND IS NOT SITUATED FOR EASY MAINTENANCE*
- Retention/detention basins shall be so designed that all detained water from the design storm is removed after 72 hours. If this is not accomplished by percolation and evaporation, the basin must include a bleed-down system to relieve the excess amount and return it to the discharge side of the outlet structure. *REVISE AND REVISE*
- The side slopes of all detention basins shall be kept as flat as possible (maximum of four feet horizontal to one foot vertical), providing soil conditions are suitable to sustain plant growth and control erosion. If one inch or more of water remains in the retention basin for more than 72 consecutive hours, detention basins shall be enclosed with a gated, six-foot high chain link fence, except when the detention facility is a man-made lake or is part of a landscaped park or conservation scheme.
- Underground seepage systems are not allowed.
- All submitted stormwater design plans shall include the following tabulations:
 - Location and type of structure.
 - Type and length of line.
 - Drainage area.
 - Runoff factor.
 - Time of concentration to structure.
 - Rainfall intensity.
 - Total runoff.
 - Hydraulic gradient control elevation.
 - Hydraulic grade line, crown elevation, and flow line of each pipe.
 - Physical drop in pipe.
 - Hydraulic gradient loss.
 - Diameter of pipe.
 - Hydraulic gradient slope.
 - Velocity

RESOLUTION 22-50 EXHIBIT D COMMENT LETTERS

- ✓ Pipe material shall be reinforced concrete pipe (RCP). The minimum diameter shall be 15 inches.
- All structures shall be constructed of concrete and all fins and irregular projections shall be chipped off flush with the surface immediately following the removal of forms. All projecting wires and nails shall be cut off at least one-half inch under the surface. All cavities produced by metal spacers, form tiles, bolts, honeycomb spots, etc., shall be carefully cleaned, saturated with water, and then carefully painted with mortar. All construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. Joint filler shall be left exposed for its full length with clean edges. Mortar topping for upper horizontal surfaces shall not be used. Paved inserts shall be required. *ADD NOTE TO PLANS*
- For all concrete surfaces which are to receive a surface finish, the contractor shall remove the forms and finish the concrete immediately after the concrete has set sufficiently. Minimum manhole diameters for intersecting pipe sizes shall be as follows: up to 48" pipe, use 72" diameter manhole; for pipe larger than 48", use a special design manhole. *ADD NOTE TO PLANS*
- ✓ Inlets shall be spaced in such a manner as to accept 100 percent of the design runoff. The actual required spacing will depend on the characteristics of each particular site.
- ✓ Computation for drainage culverts, ditch sizes, and inlet spacings shall be based on the storm frequency design standards required in this code and shall be submitted for approval.
- ✓ All storm sewer layouts shall avoid abrupt changes in direction or slope and shall maintain reasonable consistencies in flow velocity. Where abrupt changes in direction or slope are encountered, provisions shall be made to handle the resultant head loss.

Additional items:

- ✓ Title block identifying the name and/or title of the proposed subdivision. The name shall not duplicate or closely approximate the name of any other subdivision recorded in the Public Records of Polk County, Florida. A single, unique name – the actual name of the subdivision - shall be used for each subdivision, with the exception of subsequent phases such as "Woodland Ranch Phase 3." Placeholder names such as "Group 4" are not acceptable. (Note that this requirement is a continuation of the requirement in the Preliminary Subdivision Plan phase.)
- OK ✓ Where easements for underground pipes are proposed, easements must be a minimum width calculated as follows: pipe diameter + 2 feet on each side + (2 x depth to invert). Minimum easement width is 20 feet. *SEE NOTE IN LETTER*
- Pages of all plans, calculations, reports, and any other material submitted to the Town must be sequentially numbered. *PLEASE SEQUENTIALLY NUMBER PAGES IN ALL REPORTS FOR THE NEXT SUBMITTAL AND ADD PAGE NUMBERS IN THE TABLE OF CONTENTS*
- Fire flow requirement, minimum 1000 gpm at minimum 20 psi residual for 30 minutes, measured at a single hydrant. If spacing between buildings is less than 10 feet, the requirement increases to 1500 gpm. Hydrant spacing – 500 feet maximum, measured as hoses will be laid along public road right-of-way. *PLEASE REVIEW AND REVISE CALCS AND PLANS TO COMPLY. ALSO PLEASE PROVIDE*
- Calculations and specifications documents signed and sealed by a professional engineer or other professional shall be signed and stamped on the Index Sheet of the document that describes in detail the contents of the document, e.g., the table of contents page, in compliance with Florida Administrative Code 61G1523.001(3)(b). Signing and stamping the document cover sheet does not meet this requirement. *ON RESUBMITTAL, PLEASE STAMP A SEAL EVIDENCE IN ACCORDANCE WITH F.A.C.*
- ✓ Drawings signed and sealed by a professional engineer or other professional shall be signed and stamped on every sheet, in compliance with Florida Administrative Code 61G1523.001(3)(a).

EVIDENCE FOR THE EXISTING WATER MAIN PRESSURE OF 40 PSI CITED IN THE REPORT. EITHER TOWN DATA OR A SERIES OF TESTS BY AN INDEPENDENT CONTRACT CONSULTANT IS REQUIRED.



TOWN COMMISSION MEETING

November 08, 2022, at 6:30 PM

AMENDED

AGENDA ITEM TITLE: AMENDED Resolution 22-49, Landings at Lake Mabel Loop Subdivision Certified Subdivision Plan

SUBJECT: The Town Commission will consider approval of the Landings at Lake Mabel Loop Subdivision Certified Subdivision Plan (CSP).

STAFF ANALYSIS: This is an applicant-initiated request for approval of a certified subdivision plan for Landings at Lake Mabel Loop Subdivision.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval of Resolution 22-49 with conditions.

ATTACHMENTS: Staff Report- AMENDED
Resolution 22-49- AMENDED



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

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Town Planner

AGENDA DATE: November 08, 2022

REQUESTED ACTION: Resolution 22-49:
Consider Certified Subdivision Plan (CSP) for the Landings at Lake Mabel Loop Subdivision, further known as parcels 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071.

BACKGROUND:

David Waronker (applicant) requests approval of Certified Subdivision Plan (CSP) for Landings at Lake Mabel Loop subdivision for approximately 65.61 +/- acres of land located south and west of Lake Mabel Loop Road, east of Stewart Road, north of Almburg Road in Dundee, further described as parcels 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

The proposed project includes 217 single-family lots and 2.75 acres of recreational land to be owned and maintained by a Home Owner's Association. The Town Commission approved the parks and recreation land dedication on January 25, 2022.

CERTIFIED SUBDIVISION PLAN

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

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

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

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

CSP Comments

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

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

Conditions

Conditions related to technical review are included in the resolution for Landings at Lake Mabel Loop.

Town Commission Review

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

MOTION OPTIONS:

1. I move approval of Resolution 22-49 approving the Certified Subdivision Plan for the Crystal Lake Preserve Subdivision and approving construction prior to platting.
2. I move approval of Resolution 22-49 with conditions approving the Certified Subdivision Plan for the Crystal Lake Preserve Subdivision and approving construction prior to platting.
3. I move continuing this item to a date and time certain.

Attachment: Resolution 22-49 (with CSP Plan)

RESOLUTION NO. 22-49

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE LANDINGS AT LAKE MABEL LOOP SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE LANDINGS AT LAKE MABEL LOOP; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Landings at Lake Mabel Loop Subdivision (the “Subdivision”) is to occur on approximately 65.61 +/- acres which are located south and west of Lake Mabel Loop Road, east of Stewart Road, north of Almburg Road in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers parcels 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071 (collectively referred to as the “Property”); and

WHEREAS, the location map for the Property is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (“LDC”), Mr. David Waronker (the “Applicant”) submitted a Certified Subdivision Plan (the “CSP”) for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, on April 13, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 2.75 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 217 single-family lots and 2.75 +/- acres of recreational land to be owned and maintained by a Home Owner’s Association; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Landings at Lake Mabel Loop Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Landings at Lake Mabel Loop Subdivision (the "Subdivision") is located south and west of Lake Mabel Loop Road, east of Stewart Road, north of Almburg Road in

Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071 (collectively referred to as the "Property").

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.
 - e. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.

5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

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

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

agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Landings at Lake Mabel Loop Certified Subdivision Plan.
- 8. 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 or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE

Mayor – Sam Pennant

ATTEST:

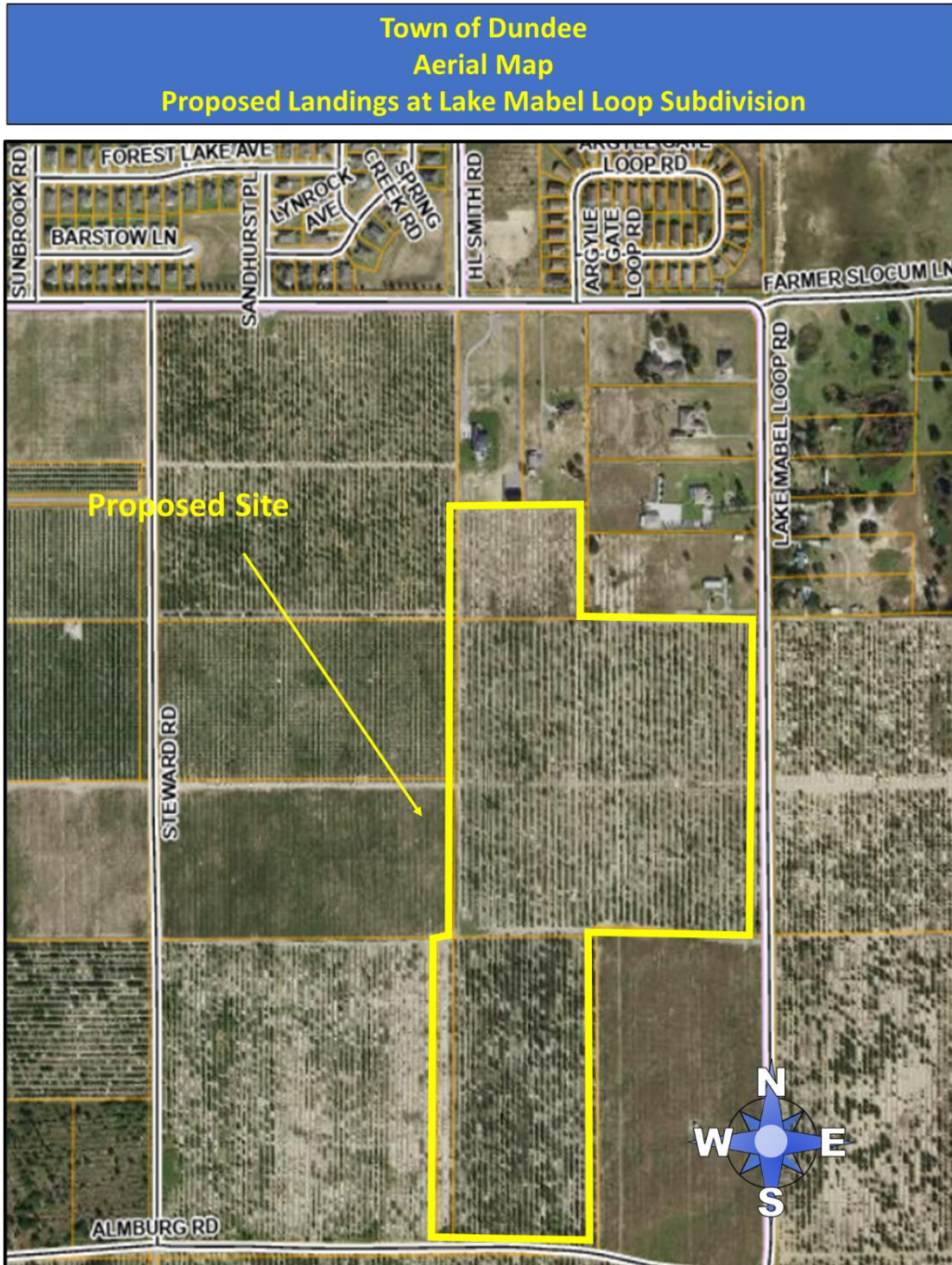
Town Clerk – Jenn Garcia

Resolution 22-49
Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
Page 6

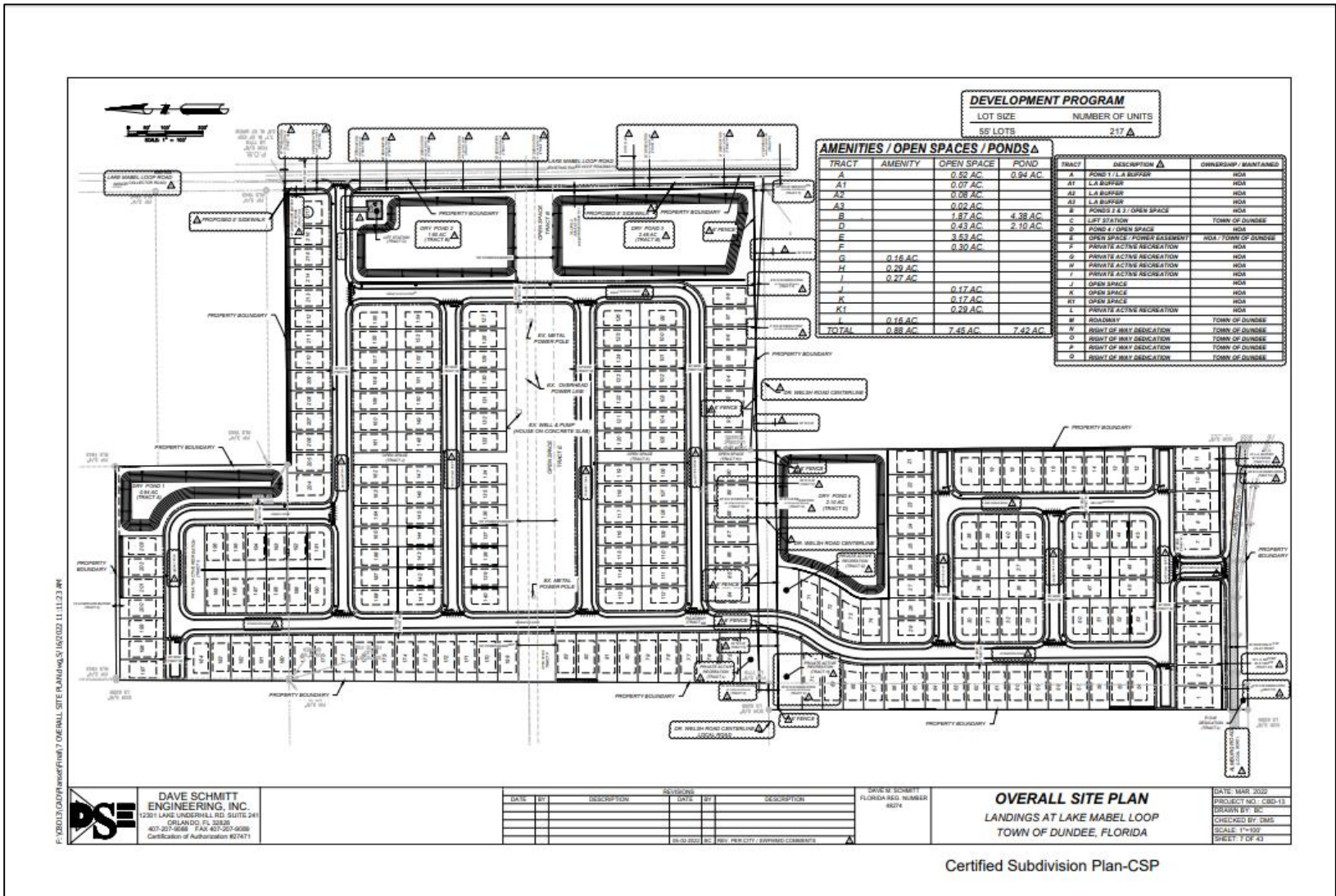
Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.


RESOLUTION 22-49 EXHIBIT A LOCATION MAP



RESOLUTION 22-49 EXHIBIT B CERTIFIED SUBDIVISION PLAN



**RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS**



Town of Dundee DEVELOPMENT SERVICES
 ♦ 124 Dundee Road ♦ PO Box 1000 ♦ Dundee, Florida 33838 ♦ (863) 438-8330 ♦ Fax (863) 438-8330

July 18, 2022 RECEIVED JUL 18 2022

Landing at Lake Mabel Loop
 Dave Schmitt, P.E.
 Dave Schmitt Engineering, Inc.
 12301 Lake Underhill Road, Suite 241
 Orlando, FL 32828

RE: FIRST RESPONSE AT LAKE MABEL LOOP

Dear Mr. Schmitt,

Please review the following comments for Landing at Lake Mabel Loop Subdivision Plan:

PLANNING DEPARTMENT COMMENTS:
 No Comment.

PUBLIC WORKS DEPARTMENT COMMENTS:
 No Comment.

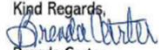
FIRE DEPARTMENT COMMENTS:
 No Comments.

TOWN ENGINEER CONSULTANT COMMENTS:
 See Attachment.

TOWN TRAFFIC ENGINEER CONSULTANT COMMENTS:
 No Comment

TOWN LEGAL DEPARTMENT COMMENTS:
 No Comment.

Please submit your detailed response in its entirety to the Dundee Development Services Building and/or E-mail to Tandra Davis and Brenda Carter.

Kind Regards,

 Brenda Carter
 Development Services Clerk
 Town of Dundee
 124 Dundee Rd
 Dundee, FL 33838
bcarter@townofdundee.com
 863-438-8330 Ext: 124

Attachments: Rayl Engineering comments dated July 12, 2022.

Cc: Marisa Barmby, AICP
 Jenn Garcia, Assistant Town Manger/City Clerk
 Tandra Davis, Town Manager

David Waronker
 1420 Celebration Blvd., Suite 200
 Celebration, FL 34747

**RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS**

RAYL
ENGINEERING &
SURVEYING, LLC
Clara Ober

July 12, 2022

RECEIVED JUL 12 2022
sc

Ms. Tandra Davis
Town Manager
Town of Dundee
202 East Main Street
Dundee, FL 33838
863-438-8330
tdavis@townofdundee.com

RE: Landings at Lake Mabel Loop Resubmittal Certified Subdivision Plan review comments
RES #: 22-101

Dear Ms. Davis,

We have reviewed the above referenced resubmitted site development plans in accordance with Town Code 7.01.07 (CSP review) and 3.06.00 (stormwater), and have the following comments.

Comments per Town Code 7.01.07 are indicated on the attached checklist of required items.

Comments per Town Code 3.06.00 are indicated on the attached checklist of required items.

Other comments:

1. In many places, inadequate easement space has been provided for the stormwater pipe in the easement to be maintained. Easements must be a minimum width calculated as follows: pipe diameter + 2 feet on each side + (2 x depth to invert). Please review all easements and revise plans accordingly. Minimum easement width is 20 feet. Two examples can be seen between lots 82 and 83, and between lot 74 and 28/29, but all easements should be reviewed and corrected as needed.
2. All stormwater pipes located within individual lots shall be located within drainage easements. Please add these easements to the plans, taking into account the minimum 20-foot easement width and other width requirements based on pipe depth, as discussed above.
3. Many of the stormwater and sanitary sewer pipes seem unnecessarily deep. Town preference is that pipes and manholes should be maximum 12 feet deep unless unavoidable. Please review all pipe depths and minimize depths to the extent possible. Use drop manholes and add additional manholes with grade breaks where necessary.
4. Multiple intersection curb returns do not show grades that will result in positive drainage around the curb return and will result in ponding at some location on the curb return, e.g., at the handicap access ramp in several instances. An example of this is at the southeast curb return of the intersection of Rosewood Road with Slash Pine Street, shown on Sheet 9 of 43. Please review all intersections and curb return grades and revise as necessary to ensure positive drainage at all points.


810 E Main Street • Bartow, FL 33830 • 863-537-7901 • alan@raylengineering.com
www.raylengineering.com

RAYL
ENGINEERING &
SURVEYING, LLC

5. In several locations leading into the storm ponds, larger pipe sizes of 30", 36", 42" and 48" diameter are called out. Please review the size of the structures to which these pipes connect to be sure the structure type called for can fit those pipe sizes. It appears that some of the structures called for are too small for the pipes they must serve.
6. Similarly, please review minimum manhole diameters for deep manholes. No notes are shown specifying manhole diameter requirements for deeper manholes. Minimum manhole inside diameter shall be 48 inches for up to 12 feet deep, 60 inches for up to 18 feet deep, 72 inches for greater depths. (Haines City Specs 9.4.4.3)
7. Please add Haines City details to the plan set for all items referenced in the construction plan sheets or notes. Include annotations and/or supplementary details where necessary to make clear any modifications necessary to make the standard details work on this project.
8. When using Haines City details, please change logo notes to specify Town of Dundee in place of Haines City. Add note that all logos on any constructed items shall be Town of Dundee logos.
9. Change all references to Haines City to The Town of Dundee.
10. Please remove references to "Preliminary Subdivision Plan" throughout the plan set.
11. The information for water levels in the various ponds on the plan set does not match the information in the Drainage Calculations booklet that was part of the submittal, e.g., design pond water levels anticipated during design storms. Please review these documents and the underlying calculations to ensure that the information shown on the plans reflects the actual calculated values for the pond water levels. The plans and calculations cannot be reviewed due to these discrepancies and the resulting uncertainty as to which figures are correct. After the revised (matching) plans and calculations have been submitted, they will be reviewed further.
12. On the Site Location Plan on Sheet 1, please change "City Limits" to "Town Limits." Similarly, throughout the plan set, please replace the word "City" with "Town" whenever referring to the Town of Dundee.
13. On Sheet 2, existing well #1 / Permit #7197 is stated to be abandoned and plugged and its capacity conveyed to the Town of Dundee. Please provide evidence that the capacity transfer has been completed.
14. On Sheet 6, in the "Ownership/Maintenance" section, please remove the note with two sub-notes that requires submittal to the Technical Review Board. Dundee does not have a TRB. This note may have come from Haines City requirements - Haines City does have a TRB, Dundee does not.
15. On Sheet 7, please provide the required 10-foot landscape buffer along the rear of lots 84-90 and 91-98, which back up to the future Welsh Road.
16. The road to the west of the project that the proposed "Dr. Welsh Road" will become the extension of is named simply "Welsh Road," not "Dr. Welsh Road" as shown on the plans. Please remove the "Dr." from all occurrences of this road name wherever it appears in the plan set.


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RESOLUTION 22-49 EXHIBIT C COMMENT LETTERS



17. Retaining walls are allowed up to a maximum height of 5 feet. The plans show retaining walls up to 9 feet high. Please review the plans and adjust as needed.
18. Provisions for collecting and conveying runoff at retaining walls from the upper lot to the lower lot must be shown on the CSP plans. The walls themselves fall under separate building permits, but related drainage and erosion-protection facilities must appear on the CSP.
19. Please review and confirm that the current CSP layout provides at least the amount and each type of recreational and open space that was approved by the Commission early in the subdivision process. In your answer to this question please provide both the originally-approved figures and the current figures for each type of recreational and open space provided.
20. The landscape plans do not show all required landscape buffers. Please revise accordingly.
21. All slopes (including ditch sides) steeper than 4h:1v shall be sodded for erosion control.
22. On the plan views on plan and profile sheets, please label the intersecting streets and provide cross-reference to other plan and profile sheets to ease navigation through the set, e.g., "Live Oak Lane – see Sheet XX."
23. In all locations, please review the depth of underground lines and seek to minimize depths wherever possible. In several cases the pipes and structures seem unnecessarily deep. One example of this is on Sheet 29, where the stormwater structures and pipes from structure D-38 to the pond seem deeper than needed. Please review and revise as necessary. Town of Dundee preference is that structures and pipes should be less than 12 feet deep unless unavoidable.
24. Please provide evidence that the plans have been reviewed and passed by the power company which owns and operates the overhead power line installation that crosses the site. Particular attention should be given to what uses are allowed within the 100-foot wide easement area.
25. Please provide a detail for what is proposed at the water main connection point shown on sheet 15, showing existing facilities and what means and materials are proposed for use in making the connection, i.e., hot tap, cold tap, valving, etc.
26. In the water system calculations, the summary description and the Reservoir Table both state the hydraulic grade used in the calcs to be 314.80, however on the system schematic sheet labeled "WaterCAD Exhibit," the elevation is shown as 238.95. Please clarify the actual hydraulic grade being used for calculations, review the calculations, and resubmit for review.
27. In the water system calculations, the fire flow is stated to be 1500 gpm, but is shown as the sum of flow from two 750 gpm hydrants. Dundee Fire requires a minimum hydrant flow of 1000 gpm from each hydrant for 30 minutes at minimum residual pressure of 20 psi. Please review and revise the calculations accordingly.
28. In the water system calculations, some of the pages make reference to "Fireflow at H-24 & H-25," but there are no hydrants bearing those numbers. Please review and revise accordingly so the calcs and the system depicted in the design plans match.


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29. Hydrants shall be spaced a maximum of 500 feet apart, measured as fire hose would be laid. It appears that not all the hydrants on the plans meet this criteria. One example is the distance between hydrant 9 to hydrant 18. Please review all hydrant locations and revise the plans as needed so hydrants are no farther apart than 500 feet.
30. Please provide details for all constructed items, e.g., the "2" PVC pole w/2" cap" labeled as related to the required tracer wire over the offsite water lines. It is not clear from the note exactly what is proposed at these locations.
31. Please provide a detail for what is proposed at the sanitary sewer force main connection point shown on sheet 15, showing existing facilities and what means and materials are proposed for use in making the connection, i.e., hot tap, cold tap, valving, connection manhole, etc.
32. Provide stationed profiles for the offsite water and sanitary sewer force main pipe routes from the points of departure from the project site to the points of connection to existing facilities, and include the locations for air/vac release valves as required at any high points. The force main profile should show the force main profile as it leaves the elevated lift station site, including where the surface elevation drops down 3 feet +/- to the grade of the adjacent Lake Mabel Loop Road pipe route.
33. All utility crossings of Lake Mabel Loop Road shall be performed via directional bore installation. Open cut of Lake Mabel Loop Road is not allowed.
34. The lift station and force main calculations do not appear to take into account the back pressure that will be encountered at the tie-in point to the existing 16" force main, which is stated in the submitted email from Clifton Bernard of the Town of Dundee to be 90 psi. Please review, clarify, and revise the calculations as required to take this factor into account. Resubmit for review.
35. The generic plan view on the lift station drawing Sheet 42 does not depict the actual site where the lift station is to be located. Please revise Sheet 42 to show the lift station installation plan as it will actually be situated on the project site. Provide a scaled installation site plan with dimensions for the lift station, piping, slabs and generator from the adjacent property lines shown, to verify that the station as designed will fit onto the proposed site location.
36. Some of the labeling on the lift station sheet is incorrect. In the table of elevations and sizes, next to the 10.0' figure for dimension "B" the label says "6" or 8" I.D." Similarly on Section A-A, the arrow for dimension "N," which is elsewhere labeled as "lowest invert elevation," is pointing to the top of the station inlet pipe. Please review all dimensions and labels and correct as necessary.
37. On lift station Sheet 42, in the Yard Plan, please add specifications and thickness for the yard area slab ("area to be concrete'd") and change the note above to direct the dedication to be to The Town of Dundee.
38. On generator Sheet 43, the generator sizing sheets in the upper right corner appear to state that they represent a generator suited for 2 – 10hp pumps. The lift station sheet says the pumps are 2 – 15hp pumps. Please review and correct if necessary. Note also that the review requested under note 33 above may result in a change to the pump specifications, which in turn could also affect the generator sizing.

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RESOLUTION 22-49 EXHIBIT C COMMENT LETTERS



Please revise the plans accordingly and provide a detailed resubmittal letter outlining all responses to comments contained in this letter and its attachments. After the resubmittal is received addressing the above comments, additional review will occur, and there will likely be additional comments provided.

Sincerely,

 Glenn I. Clover
 Senior Project Manager
 Rayl Engineering and Surveying, LLC

Attachment: Town Code content requirements checklist, annotated
 CC: Marisa Barmby, CFRPC

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 www.raylengineering.com

LANDINGS AT LAKE MABEL LOOP / RES 22-10

TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN (CSP) CONTENT REQUIREMENTS CHECKLIST

Per Town Code 7.01.07, the following items of content must be included in the Certified Subdivision Plan.

- The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.
- The size of sheets shall be 24 inches by 36 inches
- CSP shall contain, in addition to the data provided on the PSP, the following:
 - Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data.
 - All existing fire hydrants, underground and aboveground utilities on or adjacent to the proposed subdivision.
 - All existing streets on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing streets shall be dimensioned to the tract boundaries. All subdivisions shall have safe and adequate access and no subdivision shall have access or frontage on a substandard street.
 - Existing and proposed contours shown at not more than one-foot intervals and shall be extended a minimum of 100 feet beyond the boundaries of the proposed plat. USGS datum shall be used with benchmarks shown on the plan. *PLEASE IDENTIFY BENCHMARKS ON THE PLAN.*
 - Site design, including streets with proposed street names and functional classification, lot lines, utility access and service easements. *PLEASE CALL OUT FUNCTIONAL CLASSIFICATIONS FOR PROPOSED STREETS ON PLAN.*
 - Typical roadway cross-section and profiles shall be provided, including all information for street and sidewalk construction. *SHOW EASEMENTS FOR PROPOSED STREETS ON PLAN. PLEASE ADD PAVEMENT CROSS-SECTIONS WITH STRUCTURAL NOS.*
 - Roadway profiles shall display existing and proposed underground construction along the street centerline. Stationing data shall be at intervals of no less than 50 feet.
 - A permit or permits from the jurisdictional permitting agency or agencies approving any access to state, county, or local roadways. *LAKE MABEL LOOP RD. IS A COUNTY ROAD. PROVIDE EVIDENCE OF REVIEW BY POLK COUNTY AND PERMIT FOR ROAD CONNECTION.*
 - Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.
 - Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.
 - On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and watershed name above the point of entry shall be noted.
 - Identification and designation of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.
 - All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of this Code, including on-site, positive and final outfall. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a permit or permits from the required permitting agency or agencies approving the proposed stormwater management system. *SUBMIT SWFLOOD PERMIT.*
 - Utilities plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of lines, valves, pumps, fire hydrants, manholes, pump stations and other data as set

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Resolution 22-49
Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
Page 13

RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS

forth in relevant sections of this Code. Accompanying these data shall be all required permits by authorized permitting agencies approving the utilities plan. *PLEASE PROVIDE COPIES OF PDDT PERMITS FOR WATER AND SEWER SYSTEMS.*

Public facilities existing or to be located within the plat boundaries or within 100 feet of the proposed plat including streets, bridges, culverts, utility lines pipelines, power transmission lines, all easements, public and/or common areas including park areas, structures and other public structures and facilities.

Notes to be placed on the final plat which indicate arrangements for ownership and/or maintenance of drainage facilities or other common property or facilities. In the event the plat includes open space, clubhouses, playgrounds or other amenities to be owned and used in common by residents of the development, a plat note shall be added requiring the creation of a homeowners or property owners association which shall be responsible for such facilities. *PLEASE ADD THESE NOTES TO THE PLAN.*

Per Town Code 3.06.00, numerous items must be addressed as part of the project stormwater system design. Note that these requirements are in addition to any requirements imposed by SW-VMU. The following items are the most often used portions of this code section. Applicants are encouraged to review designs in respect to the entirety of section 3.06.00, found on MuniCode at https://library.municode.com/fl/dunedin/codes/code_of_ordinances.

- ✓ Protection from 50-year, 24-hour rainfall" in addition to the system being designed for the 25-year, 24-hour duration storm (3.06.02) – please provide a 50-year routing calculation, showing that adequate freeboard and top-of-bank elevations are protected during a 50-year, 24-hour storm.
- ✓ Street drainage shall be diverted to a stormwater management system of sufficient capacity to retain at least the stormwater runoff from each drainage area for a 25-year, 24-hour storm event.
- ✓ Existing lakes shall not be used as detention areas.
- ✓ Positive drainage facilities shall be provided for all detention areas to handle the runoff from storms which exceed the 25-year, 24-hour storm in duration and severity.
- All retention/detention areas shall be sodded in accordance with town regulations, and should be planted in trees, shrubs, or other growing plants that take up large volumes of nutrients. *PLEASE REVIEW AND REVISE PLANS AND LANDSCAPE PLANS AS REQUIRED.*
- ✓ All drainage systems shall include special engineering design features to minimize pollution and oil, suspended solids, and other objectionable material in stormwater runoff within acceptable limits. Treatment facilities shall be designed by a Florida registered engineer to treat adequately the stormwater runoff resulting from rainstorms of the maximum intensity predicted for the area at a 25-year, 24-hour duration.
- N/A Storm drainage into natural water bodies. The first inch of rainfall from each storm shall be retained and percolated into the ground, collected and evaporated, or given chemical-physical treatment wherever an outfall is utilized which discharges into a lake, a canal or stream with a daily mean discharge of less than five cubic feet per second, or a canal or stream which flows into a lake within one mile. Runoff from rainfall in excess of the first inch and outfalls into canals and streams with an average daily flow exceeding five cubic feet per second shall be treated as specified in section 3.06.03. Outfalls into lakes shall be designed to prevent lake bottom scouring. Acceptable methods include use of an energy dissipator or extending the outfall to discharge at a depth of ten feet or half the maximum depth of the lake, in accordance with current and amended regulatory permitting practices.
- Inlet spacing. Street inlets shall be spaced so as to accept 100 percent of design runoff. Typically, the maximum allowable gutter run will be 1,000 feet on streets with standard curb and gutter, and 500 feet on streets where Miami curbs are used. *SOME INLETS EXCEED THIS GUTTER RUN SPACING - PLEASE REVIEW AND REVISE ON SLASHING STREET.*
- N/A Natural watercourses. Should the proposed development area contain an existing natural watercourse, drainage way, channel, or similar drainage feature, such watercourse and associated vegetation shall be maintained and the proposed development designed so as to preserve the same. However, the use of such watercourse to carry runoff from any development shall be permitted, if provision for control of sediment in the excess runoff is made prior to the entrance of the runoff to the watercourse. This does not preclude the use of wetlands for storage and treatment of stormwater runoff, as long as the design drainage system does not measurably degrade the affected area.

2

- N/A All swales, ditches, or canals shall have sufficient right-of-way provided to allow for the installation of the ditch, plus a minimum of a 20-foot maintenance berm on each side and a 15-foot property setback adjacent to the installation. Areas adjacent to the ditches and canals shall be graded in such a manner as to preclude the entrance of excessive runoff except at locations provided.
- N/A The maximum side slope permitted shall be 3 to 1, with the top ditch bank rounded off. The minimum bottom width of outfall ditches and canals shall be four feet.
- N/A All runoff from each individual unit must be handled to a point of positive outfall. No design of an individual unit shall be dependent upon the ultimate installation of a future unit.
- N/A Where an existing outfall is being utilized and the capacity to handle any additional runoff is in question, data to support the design shall be included in the analysis. All ditches shall be sized using accepted engineering practices. In all cases, sufficient engineering data giving drainage area, velocity, and depth of flow is to be included in the drainage analysis.
- N/A Unless unstable or highly erosive soil conditions indicate that a lower design velocity is desirable, or unless erosion protection is provided, the maximum allowable velocity shall be five feet per second. The maximum grade of the outfall ditch, likewise, shall be that grade which will produce a velocity of five feet per second. The minimum grade shall be that grade required to provide for design flow.
- ✓ All retention/detention basins shall be readily accessible from streets or public rights-of-way, and shall be situated so that maintenance can be easily performed. All drainage facilities shall be of a low-maintenance type and designed as follows.
- Retention/detention basins shall be so designed that all detained water from the design storm is removed after 72 hours. If this is not accomplished by percolation and evaporation, the basin must include a bleed-down system to relieve the excess amount and return it to the discharge side of the outlet structure.
- *PLEASE REVISE PLANS/CALCS PER COMMENT IN LETTER.*
The side slopes of all detention basins shall be kept as flat as possible (maximum of four feet horizontal to one foot vertical), providing soil conditions are suitable to sustain plant growth and control erosion. If one inch or more of water remains in the retention basin for more than 72 consecutive hours, detention basins shall be enclosed with a gated, six-foot high chain link fence, except when the detention facility is a man-made lake or is part of a landscaped park or conservation scheme.
- ✓ *PLEASE REVISE PLANS/CALCS PER COMMENT IN LETTER.*
Underground seepage systems are not allowed.
- All submitted stormwater design plans shall include the following tabulations:
PLEASE PROVIDE STORETABS OR EQUIVALENT OUTPUT. ICPP DOES NOT GETSEY THESE REQUIREMENTS.

- ___ Location and type of structure.
- ___ Type and length of line.
- ___ Drainage area.
- ___ Runoff factor.
- ___ Time of concentration to structure.
- ___ Rainfall intensity.
- ___ Total runoff.
- ___ Hydraulic gradient control elevation.
- ___ Hydraulic grade line, crown elevation, and flow line of each pipe.
- ___ Physical drop in pipe.
- ___ Hydraulic gradient loss.
- ___ Diameter of pipe.
- ___ Hydraulic gradient slope.
- ___ Velocity

3


RESOLUTION 22-49 EXHIBIT C COMMENT LETTERS

- ✓ Pipe material shall be reinforced concrete pipe (RCP). The minimum diameter shall be 15 inches.
- All structures shall be constructed of concrete and all fins and irregular projections shall be chipped off flush with the surface immediately following the removal of forms. All projecting wires and nails shall be cut off at least one-half inch under the surface. All cavities produced by metal spacers, form ties, bolts, honeycomb spots, etc., shall be carefully cleaned, saturated with water, and then carefully painted with mortar. All construction and expansion joints in the completed work shall be left carefully tooled and free of mortar and concrete. Joint filler shall be left exposed for its full length with clean edges. Mortar topping for upper horizontal surfaces shall not be used. Paved inserts shall be required. *PLEASE ADD THIS NOTE TO PUMPS.*
- ✓ For all concrete surfaces which are to receive a surface finish, the contractor shall remove the forms and finish the concrete immediately after the concrete has set sufficiently. Minimum manhole diameters for intersecting pipe sizes shall be as follows: up to 48" pipe, use 72" diameter manhole; for pipe larger than 48", use a special design manhole.
- ✓ Inlets shall be spaced in such a manner as to accept 100 percent of the design runoff. The actual required spacing will depend on the characteristics of each particular site.
- Computation for drainage culverts, ditch sizes, and inlet spacings shall be based on the storm frequency design standards required in this code and shall be submitted for approval. *PROVIDE STORM TABS*
- ✓ All storm sewer layouts shall avoid abrupt changes in direction or slope and shall maintain reasonable consistencies in flow velocity. Where abrupt changes in direction or slope are encountered, provisions shall be made to handle the resultant head loss.

Additional items:

- ✓ Title block identifying the name and/or title of the proposed subdivision. The name shall not duplicate or closely approximate the name of any other subdivision recorded in the Public Records of Polk County, Florida. A single, unique name – the actual name of the subdivision - shall be used for each subdivision, with the exception of subsequent phases such as "Woodland Ranch Phase 3." Placeholder names such as "Group 4" are not acceptable. (Note that this requirement is a continuation of the requirement in the Preliminary Subdivision Plan phase.)
- Where easements for underground pipes are proposed, easements must be a minimum width calculated as follows: pipe diameter + 2 feet on each side + (2 x depth to invert). Minimum easement width is 20 feet. *PLEASE REVIEW THE STORM PINE BETWEEN LOTS 62 & 63 AND REVISE, AND OTHERS.*
- Pages of all plans, calculations, reports, and any other material submitted to the Town must be sequentially numbered. *PLEASE REVISE CALCULATIONS AND REPORTS AND OTHER MATERIALS.*
- Calculations and specifications documents signed and sealed by a professional engineer or other professional shall be signed and stamped on the Index Sheet of the document that describes in detail the contents of the document, e.g., the table of contents page, in compliance with Florida Administrative Code 61G1523.001(3)(b). Signing and stamping the document cover sheet does not meet this requirement. *PLEASE CORRECT CALCULATIONS TO COMPLY WITH THIS F.A.C. REQUIREMENT.*
- ✓ Drawings signed and sealed by a professional engineer or other professional shall be signed and stamped on every sheet, in compliance with Florida Administrative Code 61G1523.001(3)(a).

**RESOLUTION 22-49 EXHIBIT D
COMMENT LETTERS**



2905 Bayshore Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811
(F) 813-839-1481

June 24, 2022

Ms. Tandra Davis, MBA
Town Manager
Town of Dundee
202 East Main Street
Dundee Florida, 33838

RE: Landings at Lake Mabel Loop
Transportation Impact Study Review Comments


Dear Ms. Davis,

As requested, per transportation review subconsultant contract with RayI Engineering and Surveying, LLC, below are my transportation impact study review comments on the Landings at Lake Mabel Loop Development. Abbreviated Traffic Impact Study submitted to the Town of Dundee, Florida,

Comments: The Applicant's Abbreviated Traffic Impact Study is not sufficient for an analysis of potential offsite improvement

- a) The Town of Dundee assess off-site traffic impact based on the procedures noted in the Polk County Land Development Code, Traffic Impact Study, Methodologies and Procedures. Based on the Bella Vista's proposed 228 single family dwelling units, the Applicant's vehicle trip generation (daily trip generation is more than 750 daily trips, using the ITE Trip Generation Manual, 11th edition), it appears that the Applicant needs to prepare a "Major Traffic Study" for the Town of Dundee review, based on the Polk County Land Development Code, Appendix C: Polk County Traffic Impact Study, Methodologies and Procedures (revised 1/7/2020).
- b) The Applicant's traffic engineer needs to contact me to discuss the traffic impact study specific requirements.
- c) The Applicant's traffic engineer will be required to prepare a Traffic Analysis Impact Statement that notes the methodologies, procedures, documentation, and analyses to be used in the Applicant's Traffic Analysis Impact Study.
- d) After the Traffic Analysis Impact Statement, is reviewed and requested changes made, then the Applicant's traffic engineer conducts the Traffic Analysis Impact Study and submits it for review and comment.
- e) After any requested changes are made, the Traffic Impact study is declared sufficient.


Requested from George Deakin.
OCT 11 2022
bc



Ms. Davis, June 24, 2022, page 2

Sincerely,

Deakin Property Services, Inc.



George Deakin, P.E.
Vice President
Office: 813-839-2811
Mobile: 813-765-9796
E-Mail: George@DeakinProperties.com

Cc: alan@raylengineering.com, mbarmby@cfrc.org, glenn@raylengineering.com

C:\Users\George\OneDrive\Documents\GEORGES FILES\Dundee, Town, Traffic Consultant\Lake Mabel Loop\Landing at Lake Mabel Transportation Impact Review Comments, 062422.docx



TOWN COMMISSION MEETING

November 8, 2022 at 6:30 PM

<p>AGENDA ITEM TITLE:</p>	<p>Discussion and Action, CHA Consulting, Inc. Scope of Work for Population and Potable Water Demand Projections</p>
<p>SUBJECT:</p>	<p>The Town Commission will consider approval of the scope of work by CHA Consulting Inc. for Population and Potable Water demand Projections to meet the SWFWMD requirements.</p>
<p>STAFF ANALYSIS:</p>	<p>Dundee is experiencing unprecedented growth and has multiple developments in progress. The town needs to estimate future population increases and associated potable water demand increases on the future water supply planning for acceptance by Southwest Florida Water Management District (SWFWMD).</p> <p>Professional services by CHA Consulting, Inc will include evaluation of the following:</p> <ul style="list-style-type: none"> - Historical population and historical utilities customer data. - Future land use and development projects in the service area - Projections developed by Bureau of Economic and Business Research (BEBR), Central Florida Water Imitative (CFWI) and SWFWMD. - Differences in trends of historical data and future known land development projects data in the service area.
<p>FISCAL IMPACT:</p>	<p>Cost of administrative service for the study is \$14,984.00.</p>
<p>STAFF RECOMMENDATION:</p>	<p>Staff recommends that CHA Consulting, Inc. completes this study to satisfy the apprehensions and requirements of SWFWMD as CHA has</p>

	completed these same assessments for our neighboring cities with great success and acceptance with SWFWMD.	Item 8.
ATTACHMENTS:	CHA Consulting, Inc. Scope of Work Agreement	

Town of Dundee
Scope of Services
Population and Potable Water Demand Projections

October 28, 2022

Owner: Town of Dundee

Consultant: CHA Consulting, Inc

This Task Authorization for engineering services is made between the Town of Dundee (Town) and CHA Consulting, Inc (CHA). CHA is pleased to provide the Town with this proposal to provide certain professional services for the Town of Dundee Population and Demand Projections (Project) as further detailed in this Scope of Services.

BACKGROUND

The Town provides potable water, wastewater, and reclaimed water service to its residents and other customers. The Town is experiencing population growth and has multiple developments in progress and needs to estimate future population increase and the associated increase in potable water demand for purposes of water supply planning.

The specific scope of services to be provided is set forth below:

SCOPE OF SERVICES

TASK 1. PROJECT MEETINGS AND ADMINISTRATION

Task 1.1 Project Meetings

CHA will prepare for and attend a kickoff meeting with the Town to establish roles, communication protocols, gather available data, and develop a clear and mutual understanding of the scope elements and performance requirements for the Project. CHA will prepare a data request and submit to the Town prior to the kick-off meeting discussion. CHA will provide a meeting summary for the meeting and distribute to all meeting attendees within five (5) business days.

Task 1.2 Project Administration

CHA will perform general project coordination and administration activities, including general administrative activities for this authorization, as well as specific coordination activities with the team members, including the Town staff and other Project representatives. Specific duties under this task include contract administration, budget management, invoicing, project scheduling, and coordination with Town staff. Invoices will include the percent complete for each task to advise and highlight the overall progress of the task, as well as identify completed, on-going, and pending activities.

TASK 2. Population and Demand Projections

Task 2.1 Population Projection Services

CHA will provide the following population projection services for the Town:

- Obtain and evaluate historical population in the Town Service Area.
- Obtain and evaluate historical customer data Utilities in the Town service area.
- Obtain the list of future land use and development projects in the Town service area.
- Obtain and evaluate population projections developed by the Bureau of Economic and Business Research (BEBR).
- Compare the BEBR population projection to the CFWI and SWFWMD population projections.
- Evaluate the differences in population projection trends based on
 - Historical data
 - Future known land development projects in the Town service area
- Evaluate other data provided by the Town.

Task 2.2 Water Demand Projection Services

CHA will provide the following water demand projection services for the town:

- Obtain from the Town historical water use and/or per capita water consumption in the service area by customer type. It is assumed that the Town will provide aggregated water use by use type (single family, multi-family, commercial, industrial, etc.) for the service area.
- Obtain from the Town the historical Public Supply Annual Reports (PSAR) for the service area.
- Compute the water demand factors for the various use types.
- Compute water demand in the service area based on water demand factors.

Task 2.3 Technical Memorandum

CHA will prepare a brief technical memorandum to summarize Tasks 2.1 and 2.2 results. Services will include the following:

- Prepare and submit a draft technical memorandum to the Town for review.
- Attend a review meeting to discuss Town's comments.
- Prepare and submit a final technical memorandum after addressing Town's comments

SCHEDULE

The schedule for this project is presented below and will commence upon receiving a Notice to Proceed (NTP) from the Town.

Description	Duration
Task 1 – Project Meetings and Management	3 Months
Task 2 – Population and Demand Projections	3 Months

COMPENSATION

Compensation will be a lump sum amount of **\$14,984.00**. Compensation for the services provided herein shall be due and payable monthly. The following table shows the cost breakdown for each Task described herein.

Task	Lump Sum Fee
Task 1 – Project Meetings and Management	\$3,702.00
Task 2 – Support Services	\$11,282.00
Total Lump Sum Fee	\$14,984.00

TOWN’S RESPONSIBILITIES

The Town will provide a staff member to act as a project manager.

The Town will provide the following information to the CHA perform the following services related to the project:

- Provide list of land development projects
- Current population projections as prepared by others
- Historical water demand and/or per capita consumption
- Historical Public Supply Annual Reports (PSAR) for the service area
- Review and comment on draft submittals within 2 weeks of submittal dates

SERVICES NOT INCLUDED

The following services are specifically not included:

- Spatial (parcel-level) disaggregation or mapping of demands
- Analysis of customer-level billing data


APPROVAL

OWNER
TOWN OF DUNDEE

Name:
Title:

DATE: _____

CONSULTANT
CHA Consulting, Inc

**Dethloff,
Allen** 
Digitally signed by Dethloff, Allen
DN: cn=Dethloff, Allen, ou=TM-TFL113,
email=ADethloff@chacompanies.com
Reason: I have reviewed this document
Date: 2022.10.28 17:46:01 -0400

Name: Allen Dethloff, PE
Title: Section Manager

DATE: October 28, 2022 _____



TOWN COMMISSION MEETING

November 8, 2022 at 6:30 PM

AGENDA ITEM TITLE:

Discussion and Action, Odyssey Manufacturing Company Chlorine Modifications to Hickory Walk Water Treatment Plant Dedicating a Pump to Each Water Source

SUBJECT:

The Town Commission will consider approval of the Scope of Work by Odyssey Manufacturing Company for modifications to the chlorine pumping system at the Hickory Walk Water Treatment Plant.

STAFF ANALYSIS:

The Town has two wells using one chlorination pump. One well is rated at 1,200 gallons per minute flow and the other at 600 gallons per minute. The chlorine pump is calibrated for the largest well pump causing over chlorination of the flow from the smaller well. Over chlorination is one causes of higher trihalomethanes (THM) which is regulated by FDEP. The Town has published public notices when producing excess THM.

FISCAL IMPACT:

Cost of the chlorine modification at the Hickory Walk WTP for proper chlorination of wells is \$32,828.57.

STAFF RECOMMENDATION:

Staff recommends that Odyssey Manufacturing Company upgrade and modify the chlorination pumping system to include an additional chlorination pump and skid system to provide the accurate amount of chlorine that can be distributed to both wells. The Town has received chlorine and chlorine system improvements/repairs from Odyssey since 2011.

ATTACHMENTS:

Odyssey Manufacturing Company Scope of Work Agreement



TOWN COMMISSION MEETING

November 8, 2022 at 6:30 PM

- AGENDA ITEM TITLE:** Discussion and Action, Odyssey Manufacturing Company Chlorine Modifications to Hickory Walk Water Treatment Plant Dedicating a Pump to Each Water Source
- SUBJECT:** The Town Commission will consider approval of the Scope of Work by Odyssey Manufacturing Company for modifications to the chlorine pumping system at the Hickory Walk Water Treatment Plant.
- STAFF ANALYSIS:** The Town has two wells using one chlorination pump. One well is rated at 1,200 gallons per minute flow and the other at 600 gallons per minute. The chlorine pump is calibrated for the largest well pump causing over chlorination of the flow from the smaller well. Over chlorination is one causes of higher trihalomethanes (THM) which is regulated by FDEP. The Town has published public notices when producing excess THM.
- FISCAL IMPACT:** Cost of the chlorine modification at the Hickory Walk WTP for proper chlorination of wells is \$32,828.57.
- STAFF RECOMMENDATION:** Staff recommends that Odyssey Manufacturing Company upgrade and modify the chlorination pumping system to include an additional chlorination pump and skid system to provide the accurate amount of chlorine that can be distributed to both wells. The Town has received chlorine and chlorine system improvements/repairs from Odyssey since 2011.
- ATTACHMENTS:** Odyssey Manufacturing Company Scope of Work Agreement



QUOTE

From: Jackson Reeves
To: Tracy Mercer – Town of Dundee
Subject: Bleach System Upgrades
Location: Town of Dundee – Hickory Walk WTP (1501 Steward Rd. Dundee, FL)
Date: October 31, 2022

Tracy,

Below is a quote for Odyssey to upgrade the current bleach system at Hickory Walk WTP in the town of Dundee. As discussed on the site visit, the goal is to have a pump dedicated to each well the town pulls from, a post pump, and a spare pump (to be used if another goes down or for future use to pull from another water source).

UPGRADES

Odyssey believes the best solution to reach this goal is the following ...

- Keep your Prominent bleach skid and modify it. Odyssey would remove the Gamma/L pump (right pump) from the skid. Then furnish and install a new Prominent Gamma/X pump (11.9gpi/29 psi) to match the existing two pumps on this skid. This newly modified skid would then house a dedicated pump for each well.
- Furnish and install a new Duplex Blue Planet Environmental Bleach Skid with two more Prominent Gamma/X (11.9gph/29 psi) pumps. One pump will be dedicated to the post dosing and the other pump would be a spare (and/or used for the additional water source to be added in the next year or two). Details of the skid are below.
 - Duplex (2-pump) skid
 - Open design for indoor installation
 - 1/2" SCH-80 PVC/Viton socket weld piping
 - (2) Prominent Gamma/x pumps rated for 11.9 gph @ 29 psi
 - Skid Mounted NEMA 4X FRP control panel with standard SCADA I/O:
 - Terminals for 120V power supply with heavy duty surge arrestor
 - HOA selector for each pump
 - AI = SPEED command for each pump
 - DI = RUN command for each pump
 - AO = SPEED feedback for each pump
 - DO = REMOTE status for each pump
 - DO = FAULT status for each pump

Odyssey would make sure everything (pump and new skid) is installed correctly, not leaking, and running properly. For the new skid Odyssey also will run power back (in conduit) to the main PLC in the electrical room. The town of Dundee is responsible for any SCADA and/or pump programming or reconfiguration.

TOWN OF DUNDEE - BLEACH SYSTEM UPGRADES			
QUANTITY	DISCRIPTION	UNIT COST	COST
1	New Duplex Blue Planet Bleach Envir. System Skid	\$ 24,214.29	\$ 24,214.29
1	Prominent Gamma/X Pump - 11.9 gph/29 psi	\$ 3,414.29	\$ 3,414.29
1	LOT - PVC Fittings, Pipe, Valves, Etc.	\$ 150.00	\$ 150.00
10	Technician - Labor Rate (by hour)	\$ 125.00	\$ 1,250.00
20	Electrician - Labor Rate (by Hour)	\$ 125.00	\$ 2,500.00
20	Assistant/Helper - Labor Rate (by hour)	\$ 65.00	\$ 1,300.00
TOTAL			\$ 32,828.57
* PRICES <u>DO NOT</u> INCLUDE TAX, (IF APPLICABLE)			

Please let me know if you have any questions. Once you have reviewed, please advise if you would like to proceed.

Thanks,
Jackson

Jackson Reeves
Sales Manager



TOWN COMMISSION MEETING

November 8th, 2022 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Hubbard Construction Co. Notification of Claim
SUBJECT:	The Town Commission will consider approval of the Notification of Claim to Utility Company (NOI#3) for Hubbard construction Co.
STAFF ANALYSIS:	<p>During the FDOT Old Scenic Hwy. Road construction improvements during the month of June 2022 FDOT an unmarked 2-inch waterline was found and caused delays for Frontier Communications and Hubbard Construction because the Town failed to place locates identifying the line when requested.</p> <p>Hubbard Construction has submitted a claim to recover funds that were lost when the project halted while the Town relocated the waterline.</p>
FISCAL IMPACT:	\$10,257.05
STAFF RECOMMENDATION:	Approval
ATTACHMENTS:	<p>FDOT Claim Notification Letter</p> <p>Hubbard Notice of Intent to Claim</p> <p>Hubbard Change Proposal Cost Summary</p>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2740 State Road 60 W
Bartow, FL 33830

JARED W. PURDUE, P.E.
SECRETARY

June 29, 2022

Certified via E-Mail

Town of Dundee

RE: Notification of Claim to Utility Company (NOI #3)

Fin No: 441557-1-52-01 & 4411557-1-52-02
 FAP No: NA
 Contract No: E1U68
 County: Polk
 Project Description: SR 17 from south of Lake Trask Rd. to north of Old Scenic Hwy.

Dear Mr. Vice

Please be advised that the Florida Department of Transportation has been notified by Hubbard Construction, the Contractor for the above referred project that they intend to submit a claim for additional compensation due to a changed condition caused by your company's alleged failure to perform work in accordance with the utility work schedules or other relocation agreements.

Pursuant to Florida Law your company may be responsible for these additional costs. This office will furnish you additional information in regard to the circumstances the Contractor is claiming. The Department will maintain records to document the conditions we observe during the period in question.

Sincerely,

Kevin T Morrissey

Digitally signed by: Kevin T Morrissey

Date: 2022.06.30 08:04:47 -04'00'

Kevin Morrissey P.E., Construction Engineer- Bartow

cc: Brandon Kowalske, Contractor
 Tracy Fluke, Project Administrator
 Jonathan M. Sands, P.E., District Construction Engineer
 Lavenia A. Toole, P.E., Operations Engineer- Bartow
 Kevin T. Morrissey, P.E., Construction Engineer- Bartow
 Kirby Radford, Construction Manager- Bartow
 Tim Lattner, P.E., Director, Office of Construction
 Dan Hurtado, P.E., Chief Engineer
 Pebbles A. Womble, Final Estimates Specialist II
 File

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov



June 23, 2022

Mr. Tracy Fluke

Florida Department of Transportation

2740 State Road 60 West

Bartow, FL 33830

RE: Project Fin. No. 441557-1-52-01 and 441557-1-52-02

Contract No. E1U68

SR 17 (N.Scenic Hwy) S of Lake Trask Rd to N of Old Scenic Hwy

LPC/Hubbard Project ID: 6042.040377

Notice of Intent to Claim : Utility Delays- Water Line

Dear Mr. Fluke,

Per Spec 5-12.2 Hubbard would like to inform the department of our notice of intent to claim for additional time and compensation due to delays associated with lowering / relocating the water line preventing Frontier from lowering their telephone / fiber optic lines at the intersection of Old Scenic Hwy and SR 17.

Should you have any questions please contact Brandon Kowalske at brandon.kowalske@hubbard.com or via phone 863-287-8096.

Sincerely,

Brandon S
Kowalske

Digitally signed by
Brandon S Kowalske
Date: 2022.06.23
14:36:19 -04'00'

Brandon Kowalske

Project Manager

Tampa Pavement Constructors

3350 Reynolds Road

Lakeland FL 33803

T/ 863.665.0457



CHANGE PROPOSAL COST SUMMARY

Item 10.

TPC BU: 6042.040377
Contract No: E1U68
Contract Description: SR 17 (N. Scenic Hwy)
Owner: FDOT
Estimator: Brandon Kowalske

Date: 9-Sep-22

Brief Scope of Work: SR 17 Down time for utility delays

Does this Change affect the Contract Time? YES If so, number of days (+/-):

Table with columns: WORK DESCRIPTION, LABOR, MATERIAL, EQUIP., SUBS, TOTALS. Rows include Labor Costs, Material Costs, Equipment Costs, Subcontractor Costs, and various tax/overhead items.

Table titled UNIT PRICE ADJUSTMENTS: with columns: Pay Item, Description, Quantity, Measure, Unit Price. Includes a subtotal row.

Summary table with columns: Estimate Subtotal, Unit Price Subtotal, Insurance & Bond - 1.5%, TOTAL CHANGE PROPOSAL COST.

Hubbard Construction Co. DBA Tampa Pavement Constructors

Signed: Brandon S Kowalske
Digitally signed by Brandon S Kowalske
Date: 2022.09.09 15:26:13 -04'00'
Brandon Kowalske, Project Manager



PRICE ESTIMATE

Project: SR 17

Date: 09/09/2022

Estimator: Brandon Kowalske

Description: **SR 17 Down Time for Utility Delays**

Date	DESCRIPTION	QTY	UM	UNIT PRICE	OT	L-M-E-S	LABOR	MATERIAL	EQUIP	SUB	TOTAL
	Grade Equipment										
	SR 17 down time for Town of Dundee water line conflict, starting June 16th through July 11th										
(1)	Soil Roller	20.0	ED	\$ 82.03		E			\$ 1,640.60		\$ 1,640.60
(1)	Motorgrader	21.0	ED	\$ 140.88		E			\$ 2,958.48		\$ 2,958.48
(1)	Mini	16.0	ED	\$ 71.16		E			\$ 1,138.56		\$ 1,138.56
(1)	Hubbard Loader	16.0	ED	\$ 72.58		E			\$ 1,161.28		\$ 1,161.28
(1)	Water Trailer	20.0	ED	\$ 19.62		E			\$ 392.40		\$ 392.40
(1)	Flatbed Dump	16.0	ED	\$ 89.88		E			\$ 1,438.08		\$ 1,438.08
									\$	-	
SUBTOTAL							\$ -	\$ -	\$ 8,729.40	\$ -	\$ 8,729.40

Notes
 Quantity is determined by the number of days each piece of equipment sat idle during utility delays
 Unit price for rental pieces was determined by prorating the monthly rental cost for the number of non-utilized days
 Bluebook idle rate was used for "Hubbard Loader"



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134


For correspondence only (no payments)

BILL TO:

HUBBARD CONST CO INC
303 W LANDSTREET RD
ATTN: ACCOUNTING DEPARTMENT
ORLANDO, FL 32824

RENTAL INVOICE

Item 10.

INVOICE NO.	INVOICE
32799559-002	06/12/2022
INVOICE AMOUNT	CURRENCY
\$ 2461.00	USD
CUSTOMER NO.	TERMS
4165770	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
4249048606	54164793	4165770	CHRISTOPHER TATE
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
DON WEHAGEN		OTG	

JOB #/SITE							
1 - ADAMS RD - SUBD							

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	ROLLER RIDE-ON SMOOTH 54IN SNG 5 TON IC#: 800114750 CAT/Class: 1502730 Make: VOLVO Model: SD45 Ser #: 229290 HR OUT: 704.60 HR IN: HR CHG:	8/	316.00		316.00	845.00	2300.00

To ensure accurate payment processing, please include a remittance with your payment.
 If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
 Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
 If paying with Check by Phone, call 877-953-8778 (option 1, option 1).
Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:	RENTED FROM:	Original	Adjustment	Total
ADAMS RD - SUBDIVISON 112 ADAMS RD AUBURNDALE, FL 33823	HERC RENTALS 379 2620 W. ORANGE BLOSSOM TRA APOPKA, FL 32712 PH: 407-553-4400	RENTAL CHARGES 2300.00		2300.00
		TAXABLE CHARGES 2300.00		2300.00
		TAX 161.00		161.00
		TOTAL CHARGES 2461.00		2461.00

RENTAL DAYS:	30
INVOICE FROM:	5/13/22
INVOICE TO:	6/12/22

RENTAL START DATE: 4/13/22 8:00

LATE CHARGES MAY APPLY

CUSTOMER #: 4165770

RES/QUOTE #: 54164793

INVOICE #: 32799559-002

INVOICE DATE: 06/12/2022



2580 WHITFIELD AVE.
SARASOTA, FL 34243
TEL: 941-780-9444

Remit To: Item 10.
MAIL CODE 5640
P.O. BOX 71200
CHARLOTTE, NC 28272-1200

Customer: 1026
HUBBARD CONSTRUCTION
303 WEST LANDSTREET RD
EMAIL INVOICES ONLY
ORLANDO, FL 32824

4 WEEK BILL

Job Site:
HUBBARD CONSTRUCTION
858 OLD SCENIC HWY
DUNDEE, FL 33838

Invoice #... 593756-0007
Invoice date 8/06/22
Date out.... 1/28/22 7:00 AM
Billed thru. 8/12/22
Job Loc..... 858 OLD SCENIC HWY, DUNDEE
Job No..... 01092280696
P.O. #..... 999999999
Ordered By.. DONALD WEHAGEN
Terms..... Net 30 Days
Sales Rep: REED BAGWELL
Written by..

Qty	Equipment #	Day	Week	4 Week
-----	-------------	-----	------	--------

1	MOTORGRADER-90-110HP-12' 2AS02878 Make: NORAM Model: 65E HR OUT1 762.00 HR IN1	550.00	1450.00	3950.00	3950.00
			TOTAL: 762.00		

Sub-total: 3950.00
Tax: 276.50
Total: 4226.50

BILLED FOR FOUR WEEKS 7/15/22 THRU 8/12/22 07:00 AM

The above Equipment has been received in good repair and operating condition.
**Customer acknowledges that this transaction is governed by Synergy's terms and conditions which are set forth, in part, on the reverse side of this Agreement, and in full at www.synergiequip.com, which terms and conditions are incorporated by reference herein, and customer agrees that said terms and conditions shall be applicable to the exclusion of any other terms and conditions.

Signature: _____ Date: _____
Printed Name: _____
SYINVI

KEY DEPOSIT \$5.00 Initial: _____	IF EQUIPMENT DOES NOT WORK PROPERLY NOTIFY OFFICE AT ONCE.
Terms: Net due 30 days. 1.5% service charge per month after 30 days.	
DONALD 941-408-4246	



INVOICE

SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NUMBER	1239865	Item 10.
ACCOUNT NUMBER	450303	
INVOICE DATE	7/27/22	
		PAGE 1

INVOICE TO
 HUBBARD GROUP-CORPORATE
 303 W. LANDSTREET RD
 FX/HLD
 ORLANDO, FL 32854

JOB ADDRESS
 5430 N 56TH ST, TAMPA
 TAMPA PAVEMENT CONSTR.
 5430 N 56TH ST
 ASPHALT PLANT
 TAMPA, FL 33610 2001
 C#: 407-645-5500 J#: 813-927-3011

RECEIVED BY BOOKMILLER, ROGER	CONTRACT NUMBER 123986529
PURCHASE ORDER NUMBER 4248782745	
JOB NUMBER 1 - TAMPA PAVEMENT P	
BRANCH 0263 LAKELAND FL PC263 2805 W MEMORIAL BLVD LAKELAND, FL 33815 1049 863-940-6020	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	11,000LB MINI EXCAVATOR 10386805 Make: TAKEUCHI Model: TB260R Ser #: 4829 HR OUT: 771.000 HR IN: TOTAL: 771.000	380.00	380.00	905.00	1995.00	1995.00
1.00	24" COMPACT EXCAVATOR BUCKET					N/C
Rental Sub-total:						1995.00
BILLED FOR FOUR WEEKS 7/12/22 THRU 8/08/22.						
						1995.00

SUBTOTAL	1995.00
TAX	139.65
INVOICE TOTAL	2134.65

4 WEEK BILL

2% 15, NET 60

DAVID HUBER david.huber@sunbeltrentals.com

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

August 17, 2022

Caterpillar 950K (disc. 2015)

4-Wd Articulated Wheel Loaders

Size Class:
200 - 224 HP
 Weight:
42068 lbs



Configuration for 950K (disc. 2015)

Operator Protection

ROPS/FOPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$9,170.00	USD \$2,570.00	USD \$645.00	USD \$97.00	USD \$50.14	USD \$102.24
Adjustments						
Region (Florida: 97.4%)	(USD \$238.42)	(USD \$66.82)	(USD \$16.77)	(USD \$2.52)		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,931.58	USD \$2,503.18	USD \$628.23	USD \$94.48	USD \$50.14	USD \$100.89

Non-Active Use Rates

Hourly

Standby Rate

USD \$25.37

Idling Rate

USD \$72.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$4,126.50/mo
Overhaul (ownership)	35%	USD \$3,209.50/mo
CFC (ownership)	7%	USD \$641.90/mo
Indirect (ownership)	13%	USD \$1,192.10/mo
Fuel (operating) @ USD 5.70	44%	USD \$21.83/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SHAWN BLITZ
 (shawn.blitz@hubbard.com)



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134


For correspondence only (no payments)

BILL TO:

HUBBARD CONST CO INC
303 W LANDSTREET RD
ATTN: ACCOUNTING DEPARTMENT
ORLANDO, FL 32824

RENTAL INVOICE

Item 10.

INVOICE NO.	INVOICE
32385555-010	06/30/2022
INVOICE AMOUNT	CURRENCY
\$ 588.50	USD
CUSTOMER NO.	TERMS
4165770	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
4348257099		4165770	PAUL INGRAM
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
DON WEHAGEN		WET SIGNATURE	
JOB #/SITE			
1 - HUBBARD OFFICE U			

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	TRAILER WATER 500 GALLON IC#: 800263805 CAT/Class: 6102420 Make: MULTIQUIP Model: WT5C Ser #: 26685	8/	110.00	110.00	270.00	550.00	550.00

To ensure accurate payment processing, please include a remittance with your payment.
 If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
 Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
 If paying with Check by Phone, call 877-953-8778 (option 1, option 1).
Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO: HUBBARD OFFICE USE 3350 REYNOLDS RD LAKELAND, FL 33803	RENTED FROM: HERC RENTALS 375 1501 W. 1ST STREET SANFORD, FL 32771 PH: 407-268-3964		Original	Adjustment	Total
		RENTAL CHARGES	550.00		550.00
		TAXABLE CHARGES	550.00		550.00
		TAX	38.50		38.50
		TOTAL CHARGES	588.50		588.50

RENTAL DAYS:	30
INVOICE FROM:	5/31/22
INVOICE TO:	6/30/22

RENTAL START DATE: 9/03/21 8:00

LATE CHARGES MAY APPLY

CUSTOMER #: 4165770

RES/QUOTE #:

INVOICE #: 32385555-010

INVOICE DATE: 06/30/2022



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

HUBBARD CONST CO INC
303 W LANDSTREET RD
ATTN: ACCOUNTING DEPARTMENT
ORLANDO, FL 32824

RENTAL INVOICE

Item 10.

INVOICE NO.	INVOICE
32682950-005	07/17/2022
INVOICE AMOUNT	CURRENCY
\$ 2696.40	USD
CUSTOMER NO.	TERMS
4165770	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 By Herc Rentals www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
4248962438	54049464	4165770	COLBY RACINE
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
DON WEHAGEN		WET SIGNATURE	
JOB #/SITE			
COUNTY RD 663			

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	TRUCK DUMP 5-6 YD DSL NON CDL IC#: 800116834 CAT/Class: 6596180 Make: FORD Model: F750 Ser #: 1FDWF7DC9HDB01608 LICENSE: OH PJK5378 MI OUT: 25875.00 MI IN: MIL CHG: .25	8/	316.00	316.00	910.00	2520.00	2520.00

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).
Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO: COUNTY ROAD 663 BETWEEN 62-64 COUNTY ROAD BOWLING GREEN, FL 33834	RENTED FROM: HERC RENTALS 371 3450 NORTH WASHINGTON BLVD SARASOTA, FL 34234 PH: 941-360-9552		Original	Adjustment	Total
		RENTAL CHARGES	2520.00		2520.00
		TAXABLE CHARGES	2520.00		2520.00
		TAX	176.40		176.40
		TOTAL CHARGES	2696.40		2696.40
RENTAL DAYS: 30					
INVOICE FROM: 6/17/22					
INVOICE TO: 7/17/22					

RENTAL START DATE: 2/17/22 9:00

LATE CHARGES MAY APPLY

CUSTOMER #: 4165770

RES/QUOTE #: 54049464

INVOICE #: 32682950-005

INVOICE DATE: 07/17/2022

RE: Winter Haven Interconnect Agreement



Robinson, Gerald D <Gerald.Robinson@flhealth.gov>

To Tracy Mercer

Cc Inevil, Alphonse; Stadelbacher, Ron; Goldstein, Cynthia

Reply Reply All Forward

Thu 10/27/2022 5:14 PM

You replied to this message on 10/27/2022 5:21 PM.

This message is part of a tracked conversation. [Click here](#) to find all related messages or to open the original flagged message.

Tracy,

Have you shared this the PWRC? It sounds like you all are the local pioneers in this area and maybe the PWRC can copy you. In regard to the regulator issues. We will need to speak with FDPE and SWFWMD and discuss this with them. Can I share the agreement with them?

Gerald

From: Tracy Mercer <tmercercer@Townofdundee.com>

Sent: Thursday, October 27, 2022 5:07 PM

To: Robinson, Gerald D <Gerald.Robinson@flhealth.gov>

Cc: Inevil, Alphonse <Alphonse.Inevil@flhealth.gov>; Stadelbacher, Ron <Ronald.Stadelbacher@flhealth.gov>; Goldstein, Cynthia <Cynthia.Goldstein@flhealth.gov>

Subject: Winter Haven Interconnect Agreement

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Mr. Robinson,

This is the agreement with Winter Haven for the 500,000 gallons per day. Construction to be completed by October 2023. Is there a form or application that the Town will need to do?

Thank you for all your help with this.

Tracy Mercer
Special Projects Coordinator
Town of Dundee
202 Main Street
Dundee, FL 33838-1000
863.438.8330 ext. 242
863.370.2996

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

October 27, 2022

Notification of Acceptance of Use of a General Permit

Permittee:

Town of Dundee
Tracy Mercer, Interim Public Services Dir.
PO Box 1000
Dundee, FL 33838
tmercerc@townofdundee.com

Permit Number: 136414-086**Issue Date:** October 27, 2022**Expiration Date:** October 26, 2027**Project Name:** WH to Dundee Interconnect – Dundee Side (Main to Riner WTP)**Water Supplier:** Town of Dundee**PWS ID:** 6530485

Dear Ms. Mercer:

On October 10, 2022 the Florida Department of Health Environmental Engineering received a “*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*” [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes installation of 12-inch water main to supply water from the distribution system of PWS 6531992 (City of Winter Haven) to the Town of Dundee Riner WTP (PWS 6530485) (640 LF – 12-inch)

Project Location: State Road 542 (Dundee Road) approximately one quarter of a mile east of US Route 27 in Dundee, FL.

Based upon the submitted Notice and accompanying documentation, this correspondence is being *sent* to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

**Florida Department of Health
in Polk County**

ENVIRONMENTAL HEALTH DIVISION
2090 East Clower Street • Bartow, FL 33830-6741
PHONE: (863) 519-8330 • FAX: (863) 534-0245
www.MyPolk.Flhealth.gov



www.FloridaHealth.gov
TWITTER: HealthyFLA
FACEBOOK: FLDepartmentofHealth
YOUTUBE: fldoh
FLICKR: HealthyFla
PINTEREST: HealthyFla

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

Should you have any questions, please contact me at (863) 578-2019, or by email at Gerald.Robinson@flhealth.gov

Sincerely,



Gerald Robinson, P.E.
Professional Engineer III

Cc: Bryan M. Martin, P.E. – Chastain-Skillman, Inc. - bmartin@chastainskillman.com
April D. Breton - SWFWMD - April.Breton@swfwmd.state.fl.us

File Copy: Town of Dundee

Instructions for Clearing Water Mains

To obtain a clearance from this office, the following items must be submitted to the Department:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) “*Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service.*”

2) Bacteriological Results

Copies of satisfactory bacteriological analyses taken from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315 (6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92 as follows:

- *The endpoint of the proposed addition;*
- *Any water lines branching off a main extension;*
- *Every 1,200 feet of water main;*
- *Each location shall be sampled on two separate days (at least 6 hours apart) with sample point locations and chlorine residual readings **clearly indicated** on the report and/or drawings.*
- *Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.*

Modifications

The permittee shall **submit written notification** to the Department before making modifications to the permitted project. The permittee may begin such changes seven days after providing notification unless they are advised otherwise by the department. Notification must include (a) *description of the scope and purpose*, (b) *location of the change*, and (c) assurance that the changes will comply with applicable requirements.

For further clarification contact:

Gerald Robinson, P.E.
2090 East Clower Street, Bartow FL 33830
(863) 578-2019
Gerald.Robinson@flhealth.gov

Draft Heartland Project Ranking

Priority Ranking	Project Name	Member Government	State Funding Requested (FY 23-24)
1	Southeast Wellfield Construction and Land Acquisition	PRWC	\$ 7,076,500
2	West Polk Wellfield Final Design and Construction	PRWC	\$ 1,738,500
3	Demand Management Implementation Program	PRWC	\$ 70,000
4	Water Inter-Connection Upgrades	Town of Dundee/PRWC/SWFWMD	\$ 2,799,058
5	Berkely Rd Water Treatment Plant Expansion	City of Auburndale/City of Lakeland/Lake Alfred/PCU	\$ 2,100,000
6	Water Plant Resiliency Project	Town of Lake Hamilton	\$ 560,000
7	Alternate Water Supply Receiving Facility (Pollard Road Water Production Facility)	City of Winter Haven/PRWC	\$ 2,987,424
8	NERUSA AWS Receiving Facility	PCU	\$ 150,000
9	ERUSA AWS Receiving Facility	PCU	\$ 210,000
10	CRUSA AWS Receiving Facilities	PCU	\$ 105,000
11	Main St / Recker Hwy Loop	City of Auburndale/PRWC/PCU	\$ 60,000
12	Wastewater Treatment Upgrades	City of Davenport	\$ 550,000
13	Wastewater Treatment Plant Enhanced Nutrient Removal&Dynasand Filter Replacement	City of Bartow/PCU/City of Eagle Lake	\$ 1,000,000
14	Indian Trails Subdivision AC Replacement and Fire Improvement	City of Lakeland	\$ 132,500
15	Rehabilitate Sewer Lines	City of Lakeland	\$ 600,000

Priority Ranking	Project Name	Member Government	State Funding Requested (FY 23-24)
16	Inflow Reduction	City of Lakeland	\$ 37,500
17	Service Laterals CIPP Lining	City of Lakeland	\$ 75,000
18	Manhole Rehabilitation	City of Lakeland	\$ 37,500
19	Water Treatment Plant Lime Silo Dust Collection System Upgrade Project	City of Bartow	\$ 37,500
20	Lake Idyl Water Quality Improvement	City of Winter Haven	\$ 500,000
21	Septic-to-Sewer	City of Winter Haven/FDEP	\$ 1,500,000
22	Gapway Watermain Expansion	City of Auburndale/City of Lakeland/Lake Alfred	\$ 600,000
23	E Lake Parker AC Replacement	City of Lakeland	\$ 57,500
24	Redwood Av. 6" AC Replacement	City of Lakeland	\$ 87,000
25	W. Lake Parker 6" AC Replacement	City of Lakeland	\$ 129,200
26	Dredging and Sediment Management	City of Lakeland	\$ 340,000
27	Edgewood Ext. Pump Station Rehabilitation	City of Lakeland	\$ 150,000
28	Water Treatment Plant Sodium Hypochlorite Conversion Project	City of Bartow/PCU/City of Eagle Lake	\$ 50,000
29	Utility System Rehabilitation (Lake protection phase I)	City of Auburndale	\$ 250,000
30	Upper Peace River Corridor Protection	PCU (benefits Bartow, Fort Meade, Homeland, and unincorporated Polk County)	\$ 150,000
31	Undesignated Generator Replacements	City of Lakeland	\$ 40,000

DECEMBER

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5 - 8 PM



POLAR EXPRESS (2004)

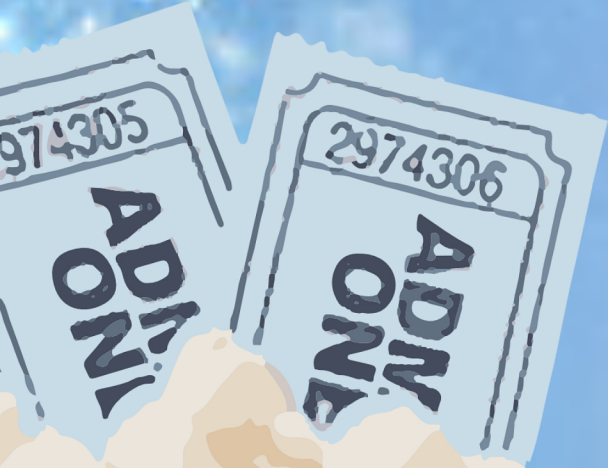
The TOWN OF DUNDEE PRESENTS

CHRISTMAS MOVIE NIGHT WITH SANTA

Meet With Santa
5:00 p.m. - 6:00 p.m.
Remember to bring your cameras

The Polar Express Movie
6:15 p.m. - 8:00 p.m.

Bring your lawn chair and
blankets. Free Popcorn



DUNDEE HISTORIC DEPOT
103 W. MAIN STREET
DUNDEE, FL 33838
www.townofdundee.com

AMENDED



Sheriff Grady Judd

Polk County

1891 Jim Keene Blvd • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

October 1, 2022

Dear Potential Applicant,

Thank you for giving consideration to serving on the Sheriff's Advisory Council. The purpose of the Sheriff's Advisory Council is to provide feedback to the Sheriff regarding matters affecting the functions of the Sheriff's Office, which are presented to the Council during quarterly meetings. Through exposure to the many and diverse facets of the agency, Council Members will receive insight and gain a greater understanding of the vital roles and responsibilities of the Sheriff's Office. Council Members serve a one-year term; after, they are considered Alumni and still participate in specially called meetings and an annual dinner.

Application. Please complete the enclosed application in its entirety. You will also need to schedule an appointment with Lisa Arbuthnot in our Human Resources Division at the Sheriff's Operation Center (1891 Jim Keene Blvd., Winter Haven, FL 33880) to be fingerprinted by **March 3, 2023**. You may contact Ms. Arbuthnot at 863-298-6901 or via email at larbuthnot@polksheriff.org. Please **BRING YOUR COMPLETED APPLICATION WITH YOU TO THIS APPOINTMENT**. Selected applicants will be notified of their appointment by May 1, 2023.

Orientation Session. If you are chosen to serve as a council member, you will be asked to attend a **mandatory one-day orientation session**, which is scheduled for **May 18th, 2023**, from approximately 7:30 a.m. to 5:00 p.m. This session is very important as it lays the foundation for service on the Council.

Quarterly Meetings & Assignments. The following meetings are scheduled throughout the year, at which time you will personally meet with Sheriff Judd:

Thursday, June 29th, 2023 @ 6:00 p.m.
Tuesday, October 10th, 2023 @ 6:00 p.m.

Tuesday, January 9th, 2024 @ 6:00 p.m.
Thursday, April 25th, 2024 @ 6:00 p.m. **[TENTATIVE]**

These meetings will be held at various locations across the county and will be announced at a later date. **It is important that you attend each session.** You will also be asked to complete assignments (one per quarter), including a patrol ride-along and booking process observations, at your convenience. ***Applicants should be aware that the orientation and assignments entail standing and/or sitting for long periods of time, walking, and climbing stairs.***

I appreciate your interest in assisting our agency by serving on the Sheriff's Advisory Council and look forward to hearing from you soon.

Sincerely,

Donna Parker

Donna Parker, Director
Human Resources Division

DP/dcb