



## **TOWN COMMISSION MEETING AGENDA**

**March 14, 2023 at 6:30 PM**

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

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

---

---

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

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

**ROLL CALL**

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

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

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 14, 2023**

A. Minutes

1. January 18, 2023 Tree Board Meeting

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

- 1. RECOGNITION OF RESIDENT, KEVIN KITTO**
- 2. PROCLAMATION, WOMEN'S HISTORY MONTH**

## NEW BUSINESS

- [3.](#) RESOLUTION 23-03, POLK REGIONAL WATER COOPERATIVE GUARANTY AGREEMENT
4. RESOLUTION 23-04, RDK CONTRACT RENEWAL
- [5.](#) RESOLUTION 22-51, WOODLAND RANCH ESTATES PHASE I & II CSP
- [6.](#) DISCUSSION AND ACTION, CFRPC AGREEMENT
- [7.](#) DISCUSSION AND ACTION, LAKE DELL TREATMENT
- [8.](#) DISCUSSION AND ACTION, ZAMBELLI 2023 CONTRACT
9. DISCUSSION, HOUSE AND SENATE BILLS

## 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

March 14, 2023, at 6:30 PM

---

---

**AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda

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

**STAFF ANALYSIS:** The consent agenda for the meeting of March 14, 2023 contains the following:

- A. Minutes
  - 1. January 18, 2023 Tree Board Meeting

**STAFF RECOMMENDATION:** Approval of the March 14, 2023 Consent Agenda

**ATTACHMENTS:** January 18, 2023 Tree Board Meeting



## **TREE BOARD MEETING MINUTES**

**January 18, 2023 at 5:30 PM**

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

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

---

---

**CALL TO ORDER** by Chair Aguilar

**PLEDGE OF ALLEGIANCE** led by Chair Aguilar

**ROLL CALL** taken by Town Clerk Garcia

**Present:**

Sheila Aguilar

Michelle Smith

Tracy Barnhill

**Absent:**

Dre Robinson

Clerk Garcia informed the Board that Mr. Robinson will not be able to continue serving on the board.

**MOTION TO ACCEPT the resignation of Dre Robinson** made by Michelle Smith, seconded by Sheila Aguilar. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar

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

Chair Aguilar opened the floor for public comment, with no public coming forth the floor was closed.

### **APPROVAL OF MINUTES**

**1. Tree Board Minutes for May 18, 2022**

**MOTION TO APPROVE** the Tree Board Minutes from the May 18, 2022 meeting made by Aguilar, seconded by Smith. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar

## **NEW BUSINESS**

### **2. Discussion and Action, Introduction of Members and Staff**

Clerk Garcia introduced new board member, Tracy Barnhill and explained the role the staff members play with the Tree Board.

Ms. Barnhill greeted the board.

### **3. Tree Board duties and responsibilities pertaining to Ordinance 18-08.**

Clerk Garcia explained the duties and responsibilities of the Tree Board according to Ordinance 18-08 and the standards of Tree City USA/Tree City of the World.

### **4. Tree City USA Presentation**

Chair Aguilar gave an overview of Tree City USA/Tree City of The World designation.

### **5. Discussion of Tree Board Goals for 2022/2023 FY**

The Tree Board discussed their goals for 2023 with Staff.

Member Smith requested that the current budget be placed on the next agenda so the board is aware of real numbers they are working with.

Chair Aguilar requested that the board revisit the education boards that did not come to fruition last year and that the board get the home/business yard beautification recognition program off the ground.

The board requested that the reports from the Arbor Pro Software be put on the next agenda so it can be determined how to move forward with the dead and diseased trees that were identified. Chair Aguilar also requested that the link to Arbor Pro be placed on the website to be accessed by the residents.

Member Smith requested that pricing for annual flowers and mulch be placed on the next agenda.

The board discussed which building or property they would like to invest in as a project in the coming year.

Public Works Director John Vice stated he would have an updated tree log and tree removal services quotes at the next meeting.

**6. Arbor Day Celebration**

The board discussed possible events for the Arbor Day celebration in 2023. A tree scavenger hunt, story board event, the flagpole/tree island in front of the Depot, Town Hall, Sheriff/Fire Station, Community Center, Elementary school STEM night.

Member Smith advised that a determination should wait until we address the budget and are aware of the funding the board has.

Public Works Director, John Vice, will have annuals and mulch pricing for the next meeting.

Member Smith suggested that the boards meetings be changed to meeting in February and begin every other month from that point forward at 5:30pm.

**MOTION TO APPROVE conducting a Tree Board meeting in February 2023 and begin meetings every other month from there at 5:30pm** made by Aguilar and seconded by Smith. Passed Unanimously.

Ayes: Barnhill, Smith, Aguilar

**REPORTS FROM OFFICERS**

Public Works Department Comments

Town Administration Comments

Board Member Comments

Chairperson Comments

**ADJOURNMENT 6:43pm**

**Respectfully Submitted,**

*Jenn Denson Garcia*  
**Jenn Garcia, Town Clerk**

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

**AYES:** \_\_\_\_\_ **NAYS:** \_\_\_\_\_



# TOWN COMMISSION MEETING

March 14, 2023, at 6:30 PM

---

**AGENDA ITEM TITLE:** RECOGNITION OF RESIDENT

**SUBJECT:** Northeast Polk Chamber of Commerce Hall of Fame

**STAFF ANALYSIS:** On January 27, 2023, Dundee resident Kevin Kitto was recognized by the Northeast Polk Chamber of Commerce for his 30 plus years of service in Polk County area and was induced into their Hall of Fame.

**FISCAL IMPACT:** None

**STAFF**

**RECOMMENDATION:** Congratulate Mr. Kitto for his continuous dedication to Dundee and the Polk County communities

**ATTACHMENTS:** Photos of Event



# TOWN COMMISSION MEETING

## March 14, 2023 at 6:30 PM

**AGENDA ITEM TITLE:** PROCLAMATION, WOMEN’S HISTORY MONTH

**SUBJECT:** Upon approval of the Town Commission, the Town will recognize Women’s History Month in March 2023

**STAFF ANALYSIS:** **MARCH 2023- National Women’s History Month**

Since 1995, presidents have issued a series of annual proclamations designating the month of March as “Women’s History Month.” This proclamation celebrates the contributions women have made to the United States and recognizes the specific achievements women have made over the course of American history in a variety of fields.

Planning & Zoning Members - Jill Kitto & Annette Wilson will accept the Proclamation.

**FISCAL IMPACT:** None

**STAFF**

**RECOMMENDATION:** Congratulate both Jill & Annette for their continuous dedication to Dundee. “Herstory”

**ATTACHMENTS:** 2023 National Women’s History Month Proclamation



# PROCLAMATION



## Recognizing Women's History Month

**WHEREAS**, Town of Dundee recognizes the month of March as Women's History Month, established in 1987 by Congress to celebrate the contributions American women have made to strengthen and lead the nation since its inception; and

**WHEREAS**, Women's History Month honors women of every race, status and ethnicity who have challenged the social and legal structures that have kept women's labor underappreciated and underrepresented throughout history to establish an equal role for women, ensuring the appreciation and value of equitable labor for future generations; and

**WHEREAS**, American women have been leaders not only in securing their own rights of suffrage and equal opportunity but also at the forefront of every major progressive social change movement in history, paving the way for future generations to enjoy the unalienable rights, duties and responsibilities afforded equally to all citizens of the United States of America; and

**WHEREAS**, each woman is extraordinary in her own way, proving that women working inside the home, or outside in academia, science, technology, business, labor, governance and more maintain a critical role in every sphere of society,

**NOW, THEREFORE**, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby recognize March as Women's History Month to honor women everywhere for their outstanding achievements and invaluable contributions to society.

Dated this 14<sup>nd</sup> day of March, 2023

\_\_\_\_\_  
Sam Pennant, Mayor

Attest:  
  
\_\_\_\_\_  
Trevor Douthat, Town Clerk



# TOWN COMMISSION MEETING

March 14, 2023 at 6:30 PM

---

**AGENDA ITEM TITLE:** Resolution 23-03 for Polk Regional Water Cooperative

**SUBJECT:** The Town Commission will consider Resolution 23-03, Polk Regional Water Cooperative Guaranty Agreement

**STAFF ANALYSIS:** The Town has been asked to increase its share of the costs of Test Well 2 and Test Well 3 under the Combined Implementation Agreement. The Town now intends to approve the form of and authorize the execution and delivery of the Amendment 1 to Guaranty Agreement which will amend and restate the Guaranty Agreement.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** Exhibit A to Resolution  
18-06-12 DEP-PRWC Guaranty Agreement (Dundee)

**RESOLUTION NO. 23-03**

**A RESOLUTION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO A LOAN OBTAINED BY THE POLK REGIONAL WATER COOPERATIVE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; MAKING FINDINGS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT 1 TO GUARANTY AGREEMENT FOR POLK REGIONAL WATER COOPERATIVE DRINKING WATER STATE REVOLVING FUND PLANNING LOAN AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, the Polk Regional Water Cooperative (the "Cooperative") entered into a Drinking Water State Revolving Fund Planning Loan Agreement (the "Loan Agreement") with the Florida Department of Environmental Protection (the "DEP"); and

**WHEREAS**, as a condition precedent, the Town of Dundee, Florida (the "Town"), being a member of the Cooperative, entered into a Guaranty Agreement (the "Guaranty Agreement") on June 26, 2018, with the DEP as security for the Cooperative's Loan Agreement; and

**WHEREAS**, the Town has been requested to increase its share of the costs of Test Well 2 and Test Well 3 Costs under the Combined Implementation Agreement; and

**WHEREAS**, in order to implement this request, the Town now intends to approve the form of and authorize the execution and delivery of the Amendment 1 to Guaranty Agreement for Polk Regional Water Cooperative Drinking Water State Revolving Fund Planning Loan Agreement (the "Amendment 1") which is intended to amend and restate the Guaranty Agreement, a copy of which is attached hereto as Exhibit A; and

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

**SECTION 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.**

- (a) The form of the Amendment 1 attached hereto as Exhibit A is hereby approved.
- (b) The execution and delivery of the Amendment 1 attached hereto as Exhibit A is hereby authorized, such Amendment 1 to be executed by the Mayor, to be attested under seal by the Town Clerk and approved as to correctness by the Town Attorney.

**SECTION 3.** If net utility systems revenues are insufficient in any fiscal year to pay the debt service due pursuant to the Amendment 1 in such fiscal year, the Town shall covenant, in the Amendment 1, to budget and appropriate legally available non-ad valorem revenues in the amount of the deficiency. Notwithstanding any provisions of this Resolution or the Amendment 1 to the contrary, (i) the Amendment 1 and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the Town, or any part thereof, or any other tangible personal property of or in the Town, but shall constitute a lien only on funds budgeted and appropriated for the repayment of the loan, all in the manner and to the extent provided in the

Amendment 1, and (ii) the Town shall never be obligated to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any non-ad valorem revenues.

**SECTION 4.** All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its passage and adoption.

**READ, PASSED and ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 14th day of March, 2023.

**TOWN OF DUNDEE**

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

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

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

**EXHIBIT A**

Amendment 1 to Guaranty Agreement for Polk Regional Water Cooperative Drinking Water  
State Revolving Fund Planning Loan Agreement

**GUARANTY AGREEMENT FOR  
POLK REGIONAL WATER COOPERATIVE  
DRINKING WATER STATE REVOLVING FUND  
PLANNING LOAN AGREEMENT  
AMENDMENT 1**

As Security for a Loan from  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, this is an amendment and retatement of the original Guaranty Agreement entered into on March 14, 2023, June 26, 2018. The Town of Dundee, a FLORIDA [local] governmental entity (the Guarantor); and the State of Florida Department of Environmental Protection (DEP) agree as follows:

1. **AGREEMENT TO GUARANTY.** Guarantor requests that the DEP make the Loan (as herein defined) to Polk Regional Water Cooperative (Borrower) as contemplated and in accordance with the Interlocal Agreement, Exhibit 1. In consideration of the DEP making said Loan; subject to the terms hereof, Guarantor absolutely and unconditionally promises to pay and guaranties prompt payment to DEP, when due, up to \$331,104, which amount is equal to the Guarantor's percentage portion of the Loan Amount, set forth in the Cost Share Table, Exhibit 2, plus its cost share percent of any capitalized interest and service fee, (the "Guaranteed Amount") of the Loan. The term "Loan Amount" for purposes of this Guaranty shall mean the indebtedness of Borrower to DEP as evidenced by Borrower's Loan Agreement, which evidences a loan (the "Loan") from DEP to Borrower in the sum of \$13,624,440 plus capitalized interest and service fee, and all additional amendments, extensions, renewals, modifications, or substitutions thereof. In the event the anticipated Collateral (as herein defined) is shown by the Guarantor's annual budget to be insufficient to make the payments hereunder for such Fiscal Year when due, the Guarantor shall include in such budget such other legally available non-ad valorem funds which shall be sufficient, together with the Collateral, to make such payments. Such other legally available non-ad valorem funds, shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Section, and the Guarantor shall collect such funds for application as provided herein. The Guarantor shall notify the DEP immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this Guaranty shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Guarantor to levy or appropriate ad valorem tax revenues; or preventing the Guarantor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds. "This Agreement shall not be or constitute a general obligation or indebtedness of the Guarantor as a "bond" within the meaning of Article VI, Section 12 of the Constitution of Florida, but shall be payable solely from Collateral and the covenant to budget and appropriate legally available non-ad valorem funds, in accordance with the terms hereof. DEP shall never have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to make payments hereunder, or be entitled to payment hereunder from any funds of Guarantor except as described herein."
2. **EXTENSIONS.** Guarantor consents to all renewals, extensions, modifications and substitutions of the Loan which may be made by DEP upon such terms and conditions as DEP may see fit from time to time without further notice to Guarantor and without limitation as to the number of renewals, extensions, modifications or substitutions.
3. **PRIMARY LIABILITY.** Guarantor is primarily liable under this Agreement for the Guaranteed Amount, regardless of whether DEP pursues any of its remedies against Borrower, against any other maker, surety, guarantor or endorser of the Loan or against any other collateral securing the Loan.
4. **NO OTHER CONDITIONS.** The liability of the Guarantor is not conditioned on the signing of this Agreement by any other person and further is not subject to any condition not expressly set forth herein.
5. **EVENTS OF DEFAULT.** Guarantor shall be in default upon the occurrence of any of the following events, circumstances or conditions ("Events of Default"):
  - (A) Failure by Guarantor to make a payment up to the Guaranteed Amount, within 30 days of notice from the Department that Borrower has failed to make a payment under the Loan Agreement when due;
  - (B) A default or breach by the Guarantor under any of the terms of this Agreement;

(C) The making or furnishing of any verbal or written representation, statement or warranty by or on behalf of the Guarantor to DEP which is or becomes false or incorrect in any material respect as to the Guarantor, or

(D) A good faith belief by DEP at any time that DEP is insecure with respect to Guarantor, or that the prospect of any payment is impaired, or that the Collateral (as herein defined) is impaired.

6. REMEDIES ON DEFAULT. At the option of DEP, all or any part of the Guaranteed Amount under this Agreement shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrences of any Event of Default, DEP, at its option, may immediately invoke any or all other remedies provided in this Agreement. DEP is entitled to all rights and remedies provided at law or equity regardless of whether expressly stated in this Agreement. By choosing any remedy, DEP does not waive its right to an immediate use of any other remedy if the event of default continues or occurs again.

7. DUTIES, WAIVERS AND CONSENTS BY GUARANTOR. Regarding the Loan and this Agreement, to the extent not prohibited by law, Guarantor:

(A) consents to any waiver granted Borrower and agree that any delay or lack of diligence in the enforcement of the Loan, or any failure to file a claim against Borrower or other collateral or otherwise protect against any loss of collateral, in no way affects or impairs Guarantor's liability.

(B) waives reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair Guarantor's liability. In addition, Guarantor waives any rights of subrogation, contribution or reimbursement and any other right Guarantor may have to enforce any remedy which DEP now has or in the future may have against Borrower or another guarantor or as to any collateral or security interest DEP may now or in the future hold for the indebtedness.

(C) waives protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

(D) consents to any renewals and extensions for payment on the Loan, regardless of the number of such renewals or extensions.

(E) consents to DEP's release of any borrower, endorser, guarantor, surety, accommodation maker or any other co-signer of the Loan.

(F) consents to DEP's right of set-off.

(G) shall not sell, lease, or dispose of any part of the Water or Sewer System (hereinafter defined to only mean the Guarantor's Water and Sewer System) which would materially reduce operational integrity, unless the written consent of the DEP is first secured.

(H) shall not allow any person to provide any services which would compete with the Water or Sewer Systems which would materially adversely affect the value of the Collateral (as herein defined).

(I) shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide revenues equal to or exceeding 1.15 times the portion of their semi-annual loan payment based on the percentage of the Loan Amount, set forth in the Cost Share Table, Exhibit 2.

(J) shall not permit connections to, or furnish any services afforded by, their Water or Sewer Systems without making a charge therefore based on the Guarantor's uniform schedule of rates, fees and charges.

(K) shall operate and maintain their Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

(L) may make any additions, modifications or improvements to their Water and Sewer Systems which they deem desirable and which do not materially reduce the operational integrity of any part of their Water or Sewer System. All such improvements shall become part of the Systems.

(M) shall use its best efforts to levy, collect and receive all rates, fees and other charges due for use of its Water or Sewer Systems, or shall establish liens on premises served by the Water or Sewer Systems for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

(N) shall, to the full extent permitted by law, discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

8. **COLLATERAL.** Guarantor's obligation under this Agreement to pay the Guaranteed Amount is secured by, and Guarantor hereby grants and assigns a security interest in all net revenue from its Water and Sewer System, and to the extent permitted by law, Reuse, Stormwater and/or Solid Waste revenues if collected as an Enterprise Fund along with Water and Sewer System revenues, subject to any senior debt secured thereby, as may be described in Exhibit 3, which is incorporated herein, if applicable. Any obligations hereunder are junior and subordinate in all respects to such senior debt and additional senior debt pursuant to Section 11 hereof as to lien on and source of security for payment from such net revenues and connection fees, if applicable.
9. **NO DUTY BY DEP REGARDING THE COLLATERAL.** DEP is under no duty to preserve or protect any Collateral until DEP is in actual or constructive possession of the Collateral. For purposes of this paragraph, DEP shall only be deemed to be in "actual" possession of the Collateral when DEP has physical, immediate and exclusive control over the Collateral and has accepted such control in writing. Further, DEP shall only be deemed to be in "constructive" possession of the Collateral when DEP has both the power and the intent to exercise control over the Collateral.
10. **RELEASE OF COLLATERAL.** Guarantor agrees that any collateral which secures all or part of this Agreement may be assigned, exchanged, released in whole or in part or substituted or impaired without notice to Guarantor and without defeating, discharging, or diminishing the liability of the Guarantor. Guarantor's obligation is absolute and DEP's failure to perfect any security interest or any act or omission by DEP which impairs the Collateral shall not relieve Guarantor of Guarantor's liability under this Agreement.
11. **ADDITIONAL DEBT OBLIGATIONS.** Guarantor may issue additional debt obligations on a parity with, or senior to, the lien of DEP on the Collateral provided that the revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will equal or exceed 1.15 times the annual combined debt service of the Guaranteed Amount (assuming that Guarantor would be responsible for Guarantor's percentage portion of the regularly scheduled payments on the Loan) and the obligations proposed to be issued by Guarantor and will satisfy the coverage requirements of all other debt obligations secured by the Collateral. Senior debt is described in Exhibit 3, which is incorporated herein, if applicable.
12. **PARTIAL RELEASES AND TERMINATION.**
  - (A) **PARTIAL RELEASES.** Upon the Department's receipt of payment noting said payment reflects all or a portion of the Guarantor's Guaranteed Amount and, upon request (but not more frequently than annually), the DEP shall release the security interest on the Guarantor's Collateral by an amount equal to the Guarantor's payment ("Partial Release").
  - (B) **TERMINATION.** This Guaranty shall terminate upon the Department's receipt of the Guarantor's Guaranteed Amount or the loan being paid in full by or on behalf of the Borrower ("Termination"). Upon request, the DEP shall execute and deliver to Guarantor documentation acknowledging such Termination.
13. **WARRANTY AND RELIANCE BY GUARANTOR.** Guarantor represents and warrants that this Agreement was entered into at the request of Borrower, and that Guarantor is satisfied regarding Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Loan proceeds. Guarantor further represents and warrants that Guarantor has not relied on any representations or omissions of DEP or any information provided by DEP respecting Borrower, Borrower's financial condition and existing indebtedness, Borrower's authority to borrow or Borrower's use and intended use of all loan proceeds.
14. **RELIANCE BY DEP.** Guarantor acknowledges that DEP is relying on this Agreement in making the Loan to Borrower, and Guarantor has signed this Agreement to induce DEP to make the Loan. Guarantor further acknowledges and agrees that the requirement for Guarantor's signature is necessary for the Borrower to be considered creditworthy is necessary since DEP would not have otherwise made the Loan.
15. **WAIVER OF JURY TRIAL.** To the extent permitted by law, Guarantor and DEP hereby waive the right, which either party may have, to a trial by jury in respect to any litigation arising from this Agreement, or any other documents executed contemporaneously or in conjunction, with this Guaranty. Guarantor and DEP each



acknowledge that this paragraph has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

#### 16. GENERAL PROVISIONS.

(A) **AUTHORITY.** Any individual signing this Agreement on behalf of a governmental entity represents and warrants that he or she has full authority to do so. The signatory to this Agreement respectively warrants that he/she is fully authorized to enter into this Agreement on behalf of that entity; and that the making, execution and performance of this Agreement has been duly approved by the entity's governing body.

(B) **TIME IS OF THE ESSENCE.** Time is of the essence in Guarantor's performance of all duties and obligations imposed by this Agreement.

(C) **NO WAIVER BY FORBEARANCE.** DEP's course of dealing, or DEP's forbearance from, or delay in, the exercise of any of DEP's rights, remedies, privileges or right to insist upon Guarantor's strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by DEP, unless any such waiver is in writing and is signed by DEP.

(D) **AMENDMENT.** The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Guarantor and DEP.

(E) **INTEGRATION CLAUSE.** This written Agreement represents the entire understanding between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

(F) **FURTHER ASSURANCES.** Guarantor agrees, upon request of DEP and within the time DEP specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by DEP to secure the Loan Agreement or confirm any lien.

(G) **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and its regulations.

(H) **FORUM AND VENUE.** In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in a court of competent jurisdiction in Leon County Florida, where the principal office of DEP is located.

(I) **SUCCESSORS AND LIABILITY OF GUARANTOR.** Guarantor may not assign, transfer or delegate any of its rights or obligations under this Agreement.

(J) **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(K) **DEFINITIONS.** The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the, Loan Agreement, or other documents executed contemporaneously, or in conjunction, with this Agreement.

(L) **PARAGRAPH HEADINGS.** The headings at the beginning of any paragraph, or any subparagraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement.

(M) **UNENFORCEABLE PROVISIONS.** If any provision of this Agreement shall be held unenforceable or void by a court of law, then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement. This Agreement is valid despite the genuineness, validity or enforceability of any of the Loan documents.

TOWN OF DUNDEE, FLORIDA

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

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

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

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 14th day of March, 2023, by Samuel Pennant, as Mayor of the Town of Dundee, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public

EXHIBIT 3  
TOWN OF DUNDEE, FLORIDA

Town of Dundee, Florida Water and Wastewater System Revenue Bonds, Series 2001;

Town of Dundee, Florida Water and Wastewater System Revenue Bonds, Series 2011; and

any "Parity Bonds" issued in the future under Resolution No. 00-09 adopted by the City Commission of the Town of Dundee, Florida on July 11, 2000, as amended and supplemented from time to time.

**GUARANTY AGREEMENT FOR  
POLK REGIONAL WATER COOPERATIVE  
DRINKING WATER STATE REVOLVING FUND  
PLANNING LOAN AGREEMENT  
AMENDMENT 1**

As Security for a Loan from  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, this is an amendment and retatement of the original Guaranty Agreement entered into on March 14, 2023, ~~June 26, 2018~~. The Town of Dundee, a FLORIDA [local] governmental entity (the Guarantor); and the State of Florida Department of Environmental Protection (DEP) agree as follows:

1. **AGREEMENT TO GUARANTY.** Guarantor requests that the DEP make the Loan (as herein defined) to Polk Regional Water Cooperative (Borrower) as contemplated and in accordance with the Interlocal Agreement, Exhibit 1. In consideration of the DEP making said Loan; subject to the terms hereof, Guarantor absolutely and unconditionally promises to pay and guaranties prompt payment to DEP, when due, up to \$331,104, which amount is equal to the Guarantor's percentage portion of the Loan Amount, set forth in the Cost Share Table, Exhibit 2, plus its cost share percent of any capitalized interest and service fee, (the "Guaranteed Amount") of the Loan. The term "Loan Amount" for purposes of this Guaranty shall mean the indebtedness of Borrower to DEP as evidenced by Borrower's Loan Agreement, which evidences a loan (the "Loan") from DEP to Borrower in the sum of \$13,624,440 plus capitalized interest and service fee, and all additional amendments, extensions, renewals, modifications, or substitutions thereof. In the event the anticipated Collateral (as herein defined) is shown by the Guarantor's annual budget to be insufficient to make the payments hereunder for such Fiscal Year when due, the Guarantor shall include in such budget such other legally available non-ad valorem funds which shall be sufficient, together with the Collateral, to make such payments. Such other legally available non-ad valorem funds, shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Section, and the Guarantor shall collect such funds for application as provided herein. The Guarantor shall notify the DEP immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this Guaranty shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Guarantor to levy or appropriate ad valorem tax revenues; or preventing the Guarantor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds. "This Agreement shall not be or constitute a general obligation or indebtedness of the Guarantor as a "bond" within the meaning of Article VI, Section 12 of the Constitution of Florida, but shall be payable solely from Collateral and the covenant to budget and appropriate legally available non-ad valorem funds, in accordance with the terms hereof. DEP shall never have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to make payments hereunder, or be entitled to payment hereunder from any funds of Guarantor except as described herein."
2. **EXTENSIONS.** Guarantor consents to all renewals, extensions, modifications and substitutions of the Loan which may be made by DEP upon such terms and conditions as DEP may see fit from time to time without further notice to Guarantor and without limitation as to the number of renewals, extensions, modifications or substitutions.
3. **PRIMARY LIABILITY.** Guarantor is primarily liable under this Agreement for the Guaranteed Amount, regardless of whether DEP pursues any of its remedies against Borrower, against any other maker, surety, guarantor or endorser of the Loan or against any other collateral securing the Loan.
4. **NO OTHER CONDITIONS.** The liability of the Guarantor is not conditioned on the signing of this Agreement by any other person and further is not subject to any condition not expressly set forth herein.
5. **EVENTS OF DEFAULT.** Guarantor shall be in default upon the occurrence of any of the following events, circumstances or conditions ("Events of Default"):
  - (A) Failure by Guarantor to make a payment up to the Guaranteed Amount, within 30 days of notice from the Department that Borrower has failed to make a payment under the Loan Agreement when due;
  - (B) A default or breach by the Guarantor under any of the terms of this Agreement;

(C) The making or furnishing of any verbal or written representation, statement or warranty by or on behalf of the Guarantor to DEP which is or becomes false or incorrect in any material respect as to the Guarantor, or

(D) A good faith belief by DEP at any time that DEP is insecure with respect to Guarantor, or that the prospect of any payment is impaired, or that the Collateral (as herein defined) is impaired.

6. **REMEDIES ON DEFAULT.** At the option of DEP, all or any part of the Guaranteed Amount under this Agreement shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrences of any Event of Default, DEP, at its option, may immediately invoke any or all other remedies provided in this Agreement. DEP is entitled to all rights and remedies provided at law or equity regardless of whether expressly stated in this Agreement. By choosing any remedy, DEP does not waive its right to an immediate use of any other remedy if the event of default continues or occurs again.

7. **DUTIES, WAIVERS AND CONSENTS BY GUARANTOR.** Regarding the Loan and this Agreement, to the extent not prohibited by law, Guarantor:

(A) consents to any waiver granted Borrower and agree that any delay or lack of diligence in the enforcement of the Loan, or any failure to file a claim against Borrower or other collateral or otherwise protect against any loss of collateral, in no way affects or impairs Guarantor's liability.

(B) waives reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair Guarantor's liability. In addition, Guarantor waives any rights of subrogation, contribution or reimbursement and any other right Guarantor may have to enforce any remedy which DEP now has or in the future may have against Borrower or another guarantor or as to any collateral or security interest DEP may now or in the future hold for the indebtedness.

(C) waives protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

(D) consents to any renewals and extensions for payment on the Loan, regardless of the number of such renewals or extensions.

(E) consents to DEP's release of any borrower, endorser, guarantor, surety, accommodation maker or any other co-signer of the Loan.

(F) consents to DEP's right of set-off.

(G) shall not sell, lease, or dispose of any part of the Water or Sewer System (hereinafter defined to only mean the Guarantor's Water and Sewer System) which would materially reduce operational integrity, unless the written consent of the DEP is first secured.

(H) shall not allow any person to provide any services which would compete with the Water or Sewer Systems which would materially adversely affect the value of the Collateral (as herein defined).

(I) shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide revenues equal to or exceeding 1.15 times the portion of their semi-annual loan payment based on the percentage of the Loan Amount, set forth in the Cost Share Table, Exhibit 2.

(J) shall not permit connections to, or furnish any services afforded by, their Water or Sewer Systems without making a charge therefore based on the Guarantor's uniform schedule of rates, fees and charges.

(K) shall operate and maintain their Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

(L) may make any additions, modifications or improvements to their Water and Sewer Systems which they deem desirable and which do not materially reduce the operational integrity of any part of their Water or Sewer System. All such improvements shall become part of the Systems.

(M) shall use its best efforts to levy, collect and receive all rates, fees and other charges due for use of its Water or Sewer Systems, or shall establish liens on premises served by the Water or Sewer Systems for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

(N) shall, to the full extent permitted by law, discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

8. **COLLATERAL.** Guarantor's obligation under this Agreement to pay the Guaranteed Amount is secured by, and Guarantor hereby grants and assigns a security interest in all net revenue from its Water and Sewer System, and to the extent permitted by law, Reuse, Stormwater and/or Solid Waste revenues if collected as an Enterprise Fund along with Water and Sewer System revenues, subject to any senior debt secured thereby, as may be described in Exhibit 3, which is incorporated herein, if applicable. Any obligations hereunder are junior and subordinate in all respects to such senior debt and additional senior debt pursuant to Section 11 hereof as to lien on and source of security for payment from such net revenues and connection fees, if applicable.
9. **NO DUTY BY DEP REGARDING THE COLLATERAL.** DEP is under no duty to preserve or protect any Collateral until DEP is in actual or constructive possession of the Collateral. For purposes of this paragraph, DEP shall only be deemed to be in "actual" possession of the Collateral when DEP has physical, immediate and exclusive control over the Collateral and has accepted such control in writing. Further, DEP shall only be deemed to be in "constructive" possession of the Collateral when DEP has both the power and the intent to exercise control over the Collateral.
10. **RELEASE OF COLLATERAL.** Guarantor agrees that any collateral which secures all or part of this Agreement may be assigned, exchanged, released in whole or in part or substituted or impaired without notice to Guarantor and without defeating, discharging, or diminishing the liability of the Guarantor. Guarantor's obligation is absolute and DEP's failure to perfect any security interest or any act or omission by DEP which impairs the Collateral shall not relieve Guarantor of Guarantor's liability under this Agreement.
11. **ADDITIONAL DEBT OBLIGATIONS.** Guarantor may issue additional debt obligations on a parity with, or senior to, the lien of DEP on the Collateral provided that the revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will equal or exceed 1.15 times the annual combined debt service of the Guaranteed Amount (assuming that Guarantor would be responsible for Guarantor's percentage portion of the regularly scheduled payments on the Loan) and the obligations proposed to be issued by Guarantor and will satisfy the coverage requirements of all other debt obligations secured by the Collateral. Senior debt is described in Exhibit 3, which is incorporated herein, if applicable.
12. **PARTIAL RELEASES AND TERMINATION.**
- (A) **PARTIAL RELEASES.** Upon the Department's receipt of payment noting said payment reflects all or a portion of the Guarantor's Guaranteed Amount and, upon request (but not more frequently than annually), the DEP shall release the security interest on the Guarantor's Collateral by an amount equal to the Guarantor's payment ("Partial Release").
- (B) **TERMINATION.** This Guaranty shall terminate upon the Department's receipt of the Guarantor's Guaranteed Amount or the loan being paid in full by or on behalf of the Borrower ("Termination"). Upon request, the DEP shall execute and deliver to Guarantor documentation acknowledging such Termination.
13. **WARRANTY AND RELIANCE BY GUARANTOR.** Guarantor represents and warrants that this Agreement was entered into at the request of Borrower, and that Guarantor is satisfied regarding Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Loan proceeds. Guarantor further represents and warrants that Guarantor has not relied on any representations or omissions of DEP or any information provided by DEP respecting Borrower, Borrower's financial condition and existing indebtedness, Borrower's authority to borrow or Borrower's use and intended use of all loan proceeds.
14. **RELIANCE BY DEP.** Guarantor acknowledges that DEP is relying on this Agreement in making the Loan to Borrower, and Guarantor has signed this Agreement to induce DEP to make the Loan. Guarantor further acknowledges and agrees that the requirement for Guarantor's signature is necessary for the Borrower to be considered creditworthy is necessary since DEP would not have otherwise made the Loan.
15. **WAIVER OF JURY TRIAL.** To the extent permitted by law, Guarantor and DEP hereby waive the right, which either party may have, to a trial by jury in respect to any litigation arising from this Agreement, or any other documents executed contemporaneously or in conjunction, with this Guaranty. Guarantor and DEP each

acknowledge that this paragraph has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

#### 16. GENERAL PROVISIONS.

(A) **AUTHORITY.** Any individual signing this Agreement on behalf of a governmental entity represents and warrants that he or she has full authority to do so. The signatory to this Agreement respectively warrants that he/she is fully authorized to enter into this Agreement on behalf of that entity; and that the making, execution and performance of this Agreement has been duly approved by the entity's governing body.

(B) **TIME IS OF THE ESSENCE.** Time is of the essence in Guarantor's performance of all duties and obligations imposed by this Agreement.

(C) **NO WAIVER BY FORBEARANCE.** DEP's course of dealing, or DEP's forbearance from, or delay in, the exercise of any of DEP's rights, remedies, privileges or right to insist upon Guarantor's strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by DEP, unless any such waiver is in writing and is signed by DEP.

(D) **AMENDMENT.** The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Guarantor and DEP.

(E) **INTEGRATION CLAUSE.** This written Agreement represents the entire understanding between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

(F) **FURTHER ASSURANCES.** Guarantor agrees, upon request of DEP and within the time DEP specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by DEP to secure the Loan Agreement or confirm any lien.

(G) **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and its regulations.

(H) **FORUM AND VENUE.** In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in a court of competent jurisdiction in Leon County Florida, where the principal office of DEP is located.

(I) **SUCCESSORS AND LIABILITY OF GUARANTOR.** Guarantor may not assign, transfer or delegate any of its rights or obligations under this Agreement.

(J) **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(K) **DEFINITIONS.** The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the, Loan Agreement, or other documents executed contemporaneously, or in conjunction, with this Agreement.

(L) **PARAGRAPH HEADINGS.** The headings at the beginning of any paragraph, or any subparagraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement.

(M) **UNENFORCEABLE PROVISIONS.** If any provision of this Agreement shall be held unenforceable or void by a court of law, then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement. This Agreement is valid despite the genuineness, validity or enforceability of any of the Loan documents.

TOWN OF DUNDEE, FLORIDA

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

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

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

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 14th day of March, 2023, by Samuel Pennant, as Mayor of the Town of Dundee, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public



EXHIBIT 3  
TOWN OF DUNDEE, FLORIDA

Town of Dundee, Florida Water and Wastewater System Revenue Bonds, Series 2001;

Town of Dundee, Florida Water and Wastewater System Revenue Bonds, Series 2011; and

any "Parity Bonds" issued in the future under Resolution No. 00-09 adopted by the City Commission of the Town of Dundee, Florida on July 11, 2000, as amended and supplemented from time to time.



## AMENDED

### TOWN COMMISSION MEETING

March 14, 2023, at 6:30 PM

---

---

**AGENDA ITEM TITLE:** RESOLUTION 23-04, RDK CONTRACT RENEWAL

**SUBJECT:** The Town Commission will consider the contract renewal with RDK Truck Sales

**STAFF ANALYSIS:** Town staff has received the renewal contracts for RDK who we lease our sanitation trucks from.

**FISCAL IMPACT:** \$2600.00

**STAFF RECOMMENDATION:** Staff recommends approval.

**ATTACHMENTS:** RDK Contracts  
Resolution 23-04

**RESOLUTION NO. 23-04**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE LEASE AGREEMENT(S) BETWEEN THE TOWN OF DUNDEE AND RDK ASSETS, INC. D/B/A RDK TRUCK SALES FOR THE THIRTEEN (13) MONTH LEASE OF A 2021 FREIGHTLINER M2 REARLOADER AND 2022 FREIGHTLINER M2 SIDE LOADER 31 YARD; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND CONFIRMING AND APPROVING THE TOWN MANAGER'S ACTIONS IN ENTERING INTO SAID LEASE AGREEMENTS WITH RDK ASSETS, INC. D/B/A RDK TRUCK SALES.**

**WHEREAS**, on June 25, 2019, the Town and I-Deal Refuse Savings, Inc., entered into that certain Solid Waste Collection and Disposal Contract for Residential Curbside Solid Waste Service and Recycling Service (the "Agreement"); and

**WHEREAS**, the Town terminated the Agreement, which was effective on February 28, 2022; and

**WHEREAS**, on February 8, 2022, as a result of the Town's termination of the Agreement, the Town adopted Resolution No. 22-08 authorizing emergency action on the part of the Town of Dundee to enter into two (2) separate lease agreements with RDK Assets, Inc. d/b/a RDK Truck Sales for the thirteen (13) month rental of a 2021 Freightliner 20 Yard Rearloader and 2022 Freightliner ASL Side Loader; and

**WHEREAS**, on October 11, 2022, as a result of the increasing demand for solid waste collection services, as well as the additional services necessitated by Hurricane Ian, the Town adopted Resolution No. 22-45 authorizing emergency action on the part of the Town of Dundee to enter into a separate lease agreement with RDK Assets, Inc. d/b/a RDK Truck Sales for the thirteen (13) month rental of a 2022 Freightliner ASL; and

**WHEREAS**, on November 22, 2022, the Polk County Board of County Commissioners by unanimous vote declared a State of Local Emergency due to residential waste not being collected by a collector; and

**WHEREAS**, on November 22, 2022, in accordance with the unanimous vote of the Polk County Board of County Commissioners, Polk County issued State of Local

Emergency 22-03 due to residential waste not being collected; and

**WHEREAS**, Town has an immediate need for solid waste collection services; and

**WHEREAS**, the Town Commission of the Town of Dundee acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to enter into two (2) lease agreement(s) and/or renewal lease agreement(s) with RDK Assets, Inc. d/b/a RDK Truck Sales for the thirteen (13) month rental of a 2021 Freightliner M2 Rear Loader and 2022 Freightliner M2 Side Loader 31 Yard; and

**WHEREAS**, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Town acknowledges and agrees that this Agreement constitutes an emergency purchase made in response to a requirement when the delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizens; and

**WHEREAS**, the delay incident in strictly complying with all governing rules, regulations, and public bidding procedures and/or Town procurement requirements in this instance would be detrimental to the health, safety and welfare of the Town Employee's and the Town citizens and residents; and

**WHEREAS**, the Town Commission of the Town of Dundee acknowledges and agrees that, in order to ensure and guarantee that the necessary public services needed to support the residents and citizens of the Town of Dundee, the two (2) rental and/or renewal agreements entered into between the Town and RDK Assets, Inc. d/b/a RDK Truck Sales are found 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, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:**

**SECTION 1:** The Town Commission declares that the foregoing recitals are true and hereby factually finds as such.

**SECTION 2:** The Town Commission finds that an "emergency" as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists, namely that the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and welfare of the Town's employees and the Town's

citizens and residents.

**SECTION 3:** Accordingly, the Town Commission authorizes, confirms and ratifies: The Town Manager’s actions in approving the rental and/or rental renewal agreements between the Town and RDK Assets, Inc. d/b/a RDK Truck Sales for the thirteen (13) month rental of a 2021 Freightliner M2 Rear Loader and 2022 Freightliner M2 Side Loader 31 Yard, as further described in the agreements attached hereto as composite Exhibit “A” and incorporated herein by reference, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

**SECTION 4:** This Resolution shall be effective immediately upon adoption by the Town Commission.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 14th day of March, 2023.

**TOWN OF DUNDEE**

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

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

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

EXHIBIT "A"



Stock # 107915 Invoice # \_\_\_\_\_

Item 4.

# RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

	<i>Lessee Information</i>	<i>Shipping Address</i>
Customer #	13538	13538
Customer Name	Town of Dundee	Town of Dudee
	202 East Main Street	202 East Main Street
	Dundee, FL 33838	Dundee, FL 33838

Phone # 864-438-8330 Ext: 222 P.O. #/Job # \_\_\_\_\_ Ordered By Town of Dundee  
 Project \_\_\_\_\_ Job Location \_\_\_\_\_ Salesman Rane Robinson  
 Delivered By:  RDK  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_  
 Returned By:  RDK  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
3ALACYFE2MDMX5356		2021 Freightliner M2 Rear Loader	13	\$ 3,970.00	\$ 51,610.00

Note: Lease Agreement is valid for a period of one ( 13 ) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 04/01/2023 Mileage Out \_\_\_\_\_ Hours Out \_\_\_\_\_ Mileage In \_\_\_\_\_ Hours In \_\_\_\_\_

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.  
Oil & filters must be changed every 200 hours.  
Customer is responsible for displaying name and DOT.  
All reimbursable repairs need prior approval from RDK Assets, INC.

	Payment	\$ 3,970.00
Tax Rate 0	Sales Tax	\$ 0.00
	Transportation	\$ 0.00

Security Deposit\* (Cash/Check) \$ 0.00

Replacement Value of Vehicle: \$265,000.00 Total Due \$ 51,610.00

(\*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

### PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer \_\_\_\_\_ Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Minimum Property Damage Coverage \$ \_\_\_\_\_ Date Insurance Certificate Received \_\_\_\_\_

BY EXECUTION OF THIS, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature: _____	Prepared By: Joanie Beckwith	Date 3/9/23
Lessee Name/Company (Please Print): _____	Reviewed By: Timothy Kemner	3/9/23
Title: _____		



## TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

**1. RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

**2. CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

**3. USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

**4. SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with, Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

**5. INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor, Lessee shall also maintain worker's compensation insurance to extent required by law.

**6. INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, mantling, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

**7. COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

**8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

**9. Lease** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

**10. LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

**11. DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

**12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

**13. TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

**14. ENTIRE AGREEMENT**-This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

**15. NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

**16. PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied 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.
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 Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.
5. If Lessor has questions regarding the application of Chapter 119, Florida Statutes, to Lessor's duty to provide public records relating to this agreement, contact the Lessee's custodian of public records at 863-438-8330, jgarcia@tonwofundee.com 202 East Main Street, Dundee, Florida 33838. If Lessor does not comply with a public records request, Lessee shall enforce the agreement which may include immediate termination of this agreement.

**1. LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

**2. SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock #108141\_Invoice #

Item 4.

# RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

*Lessee Information*

*Shipping Address*

Customer # 13538  
Customer Name Town of Dundee  
202 East Main Street  
Dundee, FL 33838

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

Phone #863-438-8330 ext 222 P.O. #/Job # \_\_\_\_\_ Ordered By Town of Dundee

Project \_\_\_\_\_ Job Location \_\_\_\_\_ Salesman \_\_\_\_\_

Delivered By:  RDK  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Returned By:  RDK  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
IFVHCYD23NHNT5762		2022 Freightliner M2 Side Loader 31 Yard	13 Month Lease	6750.00	87750.00

Note: Lease Agreement is valid for a period of (13) months and cannot be cancelled. Equipment is to be returned to RDK Assets, INC, dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts \_\_\_\_\_ Mileage Out \_\_\_\_\_ Hours Out \_\_\_\_\_ Mileage In \_\_\_\_\_ Hours In \_\_\_\_\_

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.  
Oil & filters must be changed every 200 hours.  
Customer is responsible for displaying name and DOT  
All reimbursable repairs need prior approval from RDK

Payment	\$ 6750.00 monthly
Tax Rate _____	Sales Tax \$ 0.00
	Transportation deliver
	Security Deposit* (Cash/Check) \$ 0.00
	Total Due \$ 87750.00

Replacement Value of Vehicle: \$306900.00

Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales)

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer \_\_\_\_\_ Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Minimum Property Damage Coverage \$ \_\_\_\_\_ Date Insurance Certificate Received \_\_\_\_\_

BY EXECUTION OF THIS, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature \_\_\_\_\_ Prepared By: Joanie Beckwith3/6/2023  
Lessee Name (please print) \_\_\_\_\_ Reviewed By: \_\_\_\_\_  
Title \_\_\_\_\_

## TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby leases to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

1. **RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.
2. **CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the average lease rate and triple-shift use will incur a charge of two (2) times the Lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.
3. **USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family; (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.
4. **SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by manufacturer, including adjustments and lubrication of Equipment, including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.
5. **INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.
6. **INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether such claims are based on tort, contract, statute, strict liability, negligence, product liability or otherwise. This section shall survive the termination and/or expiration of this Agreement. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town and the Town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.
7. **COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.
8. **VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.
9. **LEASE** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason hereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.
10. **LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.
11. **DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or remove Equipment with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease payment, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.
12. **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND LEASES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.
13. **TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.
14. **ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same is in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.
15. **NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.
16. **PUBLIC RECORDS**. To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:
  1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
  2. Upon request from the Lessee's custodian of public records, provide the Lessee with a copy of the requested records or allow the records to be inspected or copied 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.
  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 Lessor does not transfer the records to the Lessee.
  4. Upon completion of the Agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for retaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A.4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology systems of the Lessee.
  5. IF LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LESSEE'S CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [lgarcia@townofundeev.com](mailto:lgarcia@townofundeev.com), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838. If Lessor does not comply with a public records request, Lessee shall enforce the Agreement which may include immediate termination of this Agreement.

**RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS**

1. **LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee leasing the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. **SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.





# TOWN COMMISSION MEETING

March 14, 2023, at 6:30 PM

- 
- AGENDA ITEM TITLE:** RESOLUTION 22-51, WOODLAND RANCH ESTATES PHASE I & II CSP
- SUBJECT:** The Town Commission will consider approval of Resolution 22-51, Woodland Ranch Estates CSP
- STAFF ANALYSIS:** Woodland Ranch Estates, LLC (applicant) requests approval of Certified Subdivision Plan (CSP) for the Woodland Ranch Estates Phases I and II subdivision.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 22-51  
Staff Report

**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 PHASES I AND II 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 WOODLAND RANCH ESTATES PHASES I AND II; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR 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, in Dundee, Florida 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 (collectively referred to as the "Property"); and

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

**WHEREAS**, on May 02, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (LDC), Woodland Ranch Estates, LLC. (the "Applicant"), submitted a Certified Subdivision Plan (the "CSP") for 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 incorporated herein by reference; 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**, 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



Resolution 22-51  
Woodland Ranch Estates Phases I&II  
Certified Subdivision Plan (CSP)  
Page 2

**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.

Lorraine Peterson, Development Director

**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, (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 whereas 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. 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

Resolution 22-51  
Woodland Ranch Estates Phases I&II  
Certified Subdivision Plan (CSP)  
Page 6

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 14th day of March 2023.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Mayor – Sam Pennant

ATTEST:

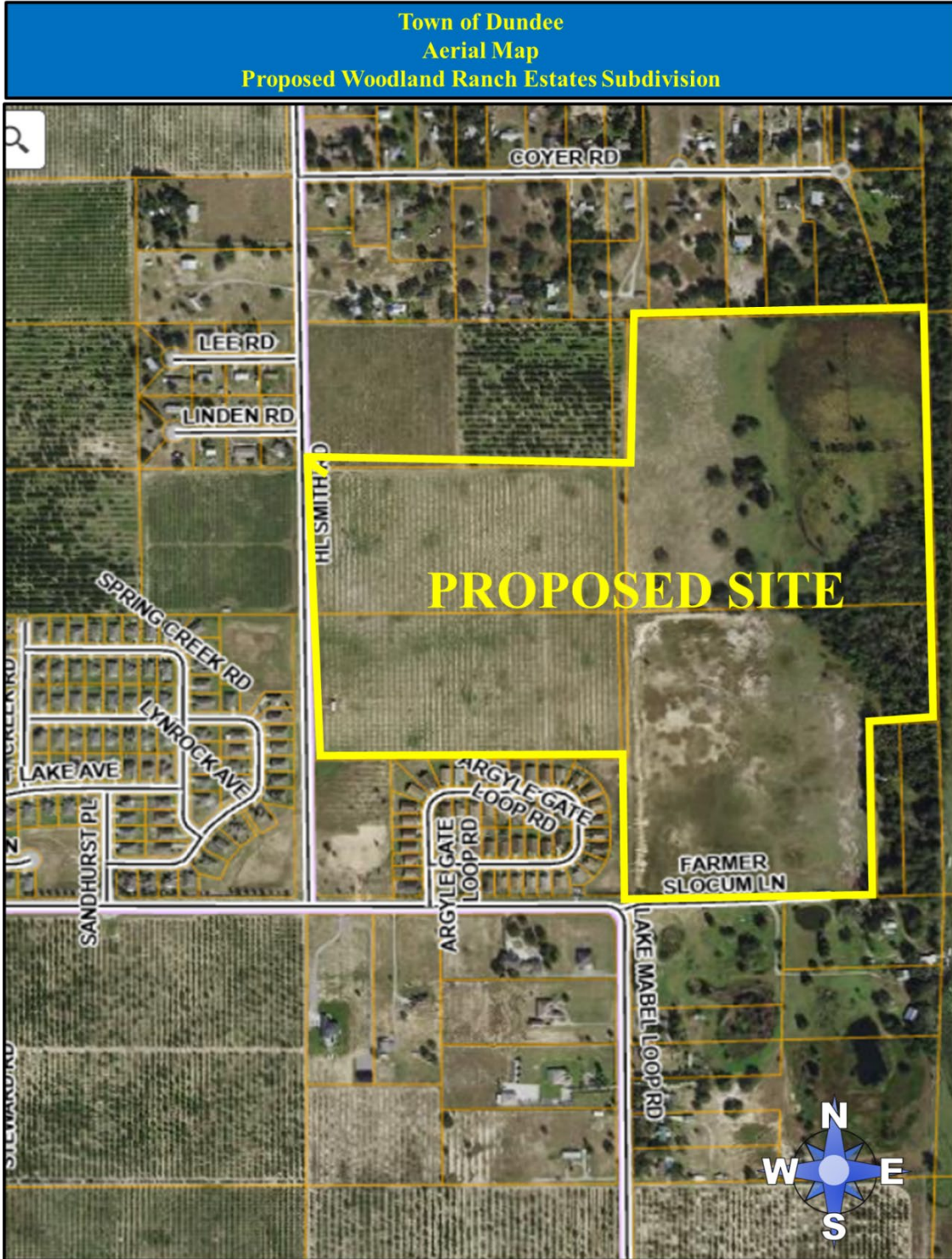
\_\_\_\_\_  
Interim Town Clerk – Trevor Douthat

Approved as to form:

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

Resolution 22-51  
Woodland Ranch Estates Phases I&II  
Certified Subdivision Plan (CSP)  
Page 7

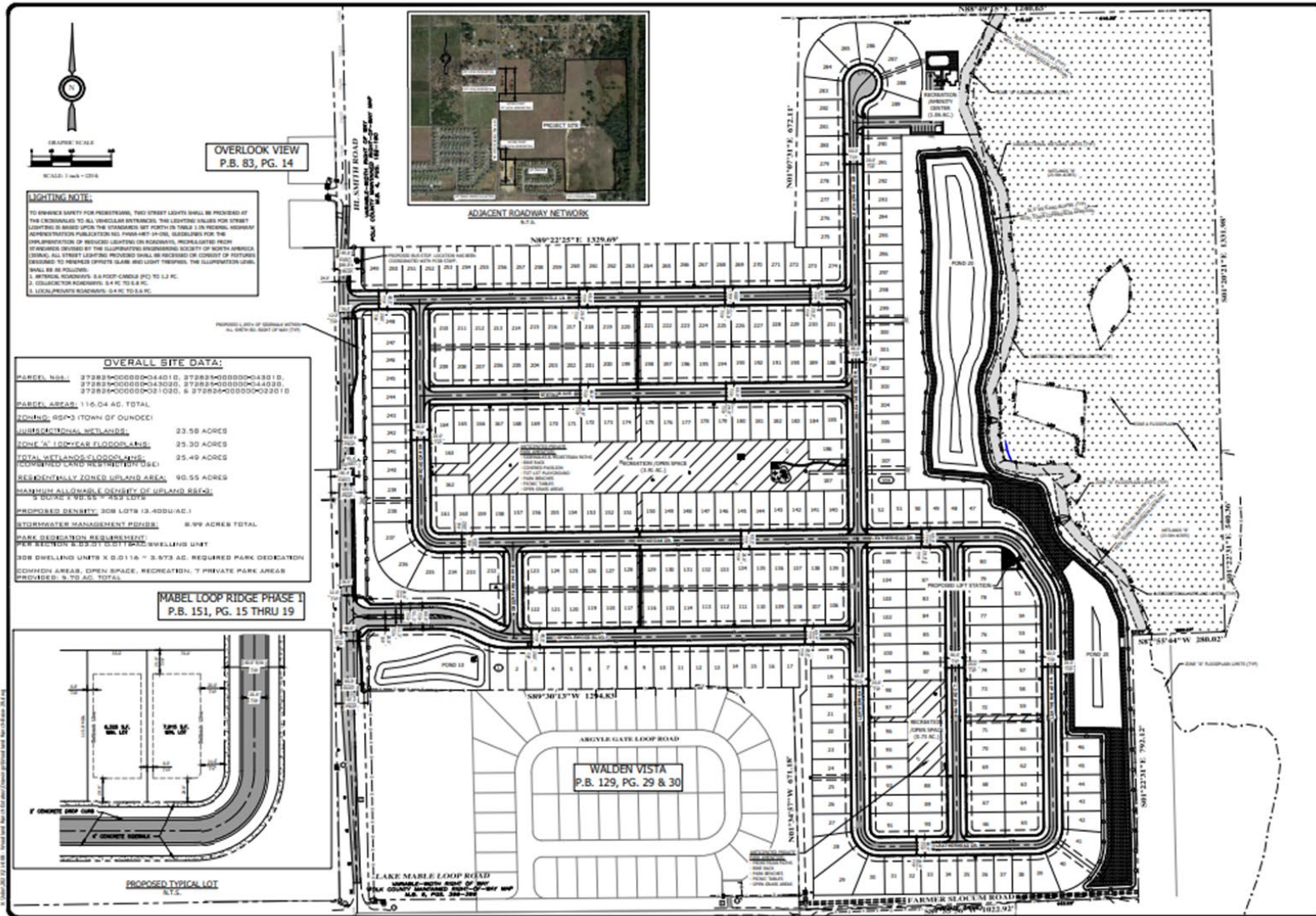
### RESOLUTION 22-51 EXHIBIT A LOCATION MAP



Lorraine Peterson, Development Director

Resolution 22-51  
Woodland Ranch Estates Certified Subdivision Plan (CSP)  
Page 8

### RESOLUTION 22-51 EXHIBIT B CERTIFIED SUBDIVISION PLAN



OVERALL DEVELOPMENT PLAN

**HUNTER**  
SUSTAINABLE

Prepared For:  
**WOODLAND RANCH ESTATES, LLC**  
10000 WOODLAND RANCH BLVD  
WOODLAND, CA 95694

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

Date: September 23, 2023  
Project No.: 22-018

C104



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

**TO:** Town of Dundee Town Commission

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

**AGENDA DATE:** March 14, 2023

**REQUESTED ACTION:** Resolution 22-51  
Consider Certified Subdivision Plan (CSP) for the Woodland Ranch Estates Phases I and II 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 Phases I and II 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 for phase I on August 24, 2021 and Phase II on January 25, 2022. As of January 25, 2022 Phases I and II were combined into one project.

**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.

**POTABLE WATER AND WASTEWATER**

Estimated Demand is as follows:

Table 1

Permitted Intensity 116.04 +/- acres	Maximum Permitted in RSF-3 <b>RSF-3 @ 5 units/acres=580 units</b>	Proposed Permitted in RSF-3 <b>RSF-3 @2.65 units/acres</b>
Potable Water Consumption	580 X 360 = <b>208,800 GPD</b>	308 X 360 = <b>110,880 GPD</b>
Wastewater Generation	580 X 270 = <b>156,600 GPD</b>	308 X 270 = <b>83,160 GPD</b>

**ROADWAYS/TRANSPORTATION NETWORK**

Estimated Demand is as follows:

Table 2

Permitted Intensity 116.04 +/- acres	Maximum Permitted in RSF-3 <b>RSF-3 @ 5 units/acres= 580 units</b>	Proposed Permitted in RSF-3 <b>RSF-3 @2.65 units/acres = 308 units</b>
Average Annual Daily Trips (AADT)	580 X 7.81 = <b>4,530 AADT</b>	308 X 7.81 = <b>2,405 AADT</b>
PM Peak Hour Trip	580 X 1.00= <b>580 PM Peak</b>	308 X 1.00 = <b>308 PM Peak</b>

Source: Polk TPO April 8, 2022 -ITE Code 210-Single Family Detached rate per unit 7.81 AADT and 1.00 AADT PM Peak Hour

Available Capacity is as follows:

**Table 3 Roadway Link Concurrency**

Link #	Road Name	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5- Year Peak Hr. Projected LOS
8212N	H.L. Smith Road (Lake Mabel Loop Rd. to CR 542/Hatchineha Rd.)	C	693	D	C
8212S		C	689	D	C

Source: Polk Transportation Planning Organization April 8, 2022

## **PUBLIC SCHOOLS**

Name of School	Proposed Use Estimated Demand	% Capacity 2022-2023 School Year	Available Seats	Average Driving Distance from Subject Site
Elbert Elementary School (zoned)	64	69%	271	8.3 ± miles driving distance
Dension Middle School (zoned)	27	60%	480	9.3± miles driving distance
Haines City Senior High School (zoned)	44	89%	324	8.2 ± miles driving distance

Source: Polk County School Board, GIS

## **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)



# TOWN COMMISSION MEETING

March 14, 2023, at 6:30 PM

- 
- AGENDA ITEM TITLE:** Discussion and Action, CFRPC Agreement
- SUBJECT:** The Town Commission will consider the revised CRFPC planning agreement.
- STAFF ANALYSIS:** The Town of Dundee has an existing agreement for planning support. After hiring our full time Town Planner, the Town needs to revise the current agreement to reflect the level of service which is currently needed.
- FISCAL IMPACT:** Current Contract \$50,000.00  
Proposed Contract \$30,000.00
- STAFF RECOMMENDATION:** To accept the proposed contract to decrease the level of services and decrease the expenditure by \$20,000.00
- ATTACHMENTS:** Exhibit A to Resolution  
18-06-12 DEP-PRWC Guaranty Agreement (Dundee)

**PLANNING ADVISORY SERVICES AGREEMENT**

**with the**

**TOWN OF DUNDEE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **Town of Dundee** (hereinafter referred to as the "TOWN").

**BACKGROUND**

- A. The TOWN desires to engage the COUNCIL to provide professional planning services to assist the TOWN in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and TOWN staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

**I. GENERAL**

The TOWN engages the COUNCIL to assist the TOWN in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the TOWN.

**II. SCOPE OF WORK**

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

**III. COMPENSATION**

This is a fixed fee agreement. The fixed fee for General Planning Services (I-II in Attachment A), and Specialized Planning Service to provide training to the Town regarding calculation of stormwater utility fees and ERCs (IV and V in Attachment A) is **\$30,000 (thirty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the TOWN agrees to pay a fixed fee for both the

Generalized and Specialized Planning Services of **\$30,000 (thirty thousand dollars)** to be paid in three (3) payments, beginning upon execution of this agreement and a final payment due July 1, 2023. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the TOWN. Payments will be due as follows:

Upon Agreement Execution	\$15,000
April 1, 2023	\$7,500
July 1, 2023	\$7,500

All fees and payments for additional Scope of Work, if required, shall be negotiated.

**IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this agreement.

**V. NOTICES**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

A. If to the TOWN: Town of Dundee  
Attention: Town Manager  
P.O. Box 1000  
Dundee, Florida 33838

With copies to: *(shall not constitute notice)*  
Frederick J. Murphy, Jr., Esquire  
Town Attorney  
Boswell & Dunlap LLP  
Post Office Drawer 30  
Bartow, Florida 33831-0030

B. If to COUNCIL: Central Florida Regional Planning Council  
Executive Director  
555 E. Church Street  
Bartow, Florida 33830

**VI. MODIFICATION OF AGREEMENT**

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the TOWN and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

- B. Any extensions of the Agreement shall be mutually agreed upon by and between the TOWN and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

## **VII. TERMINATION**

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

## **VIII. COMPLIANCE WITH LAWS**

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

## **IX. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

## **X. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request of the COUNCIL, the TOWN shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

COUNCIL shall provide to the TOWN all information, documentation, records, and data which COUNCIL has in its possession, or which may become available to it, within the scope of COUNCIL's provision of professional planning services. The format or manner which the information is provided by COUNCIL to the TOWN is to be agreed upon by and between the parties hereto.

## **XI. RIGHT TO WORK PRODUCTS**

Copies of all writings, maps, charts, reports, findings, and other relevant material shall become the property of the TOWN upon final payment for the services included herein.

## **XII. ASSIGNMENT**

This Agreement shall not be assignable.

## **XIII. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

## **XIV. PUBLIC RECORDS**

TOWN and COUNCIL agree that the COUNCIL shall comply with Florida's public records laws to specifically include:

- A. Keeping and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or 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 for the duration of the contract term and following completion of the contract if the COUNCIL does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the COUNCIL or keep and maintain records required by the public agency to perform the service. If the COUNCIL transfers all public records to the public agency upon completion of the contract, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNCIL keeps and maintains public records upon completion of the contract, the COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. If the COUNCIL has any questions regarding the application of Chapter 119, Florida Statutes, to the COUNCIL's duty to provide public records relating to this contract, the COUNCIL shall contact the Town Clerk, the Custodian of Public



Records, the Town of Dundee at (863) 438-8330, extension 258, Trevor Douthat, [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com) 202 East Main Street, Dundee, Florida 33838.

- F. If the COUNCIL does not comply with a public records request, the TOWN may enforce the contract provisions which may include immediate termination of this Agreement.
- G. The TOWN and the COUNCIL agree that all records that have been generated by the COUNCIL since this Agreement's effective date that qualify as public records will be kept and maintained in accordance with this Agreement. All other provisions and terms of the Agreement not expressly amended herein shall remain in full force and effect, and the parties hereto will be bound and perform in accordance with the terms of this Agreement. This Agreement shall be effective immediately upon approval by the TOWN Commission.
- H. The provisions set forth in this Section shall survive termination of the Agreement.

**IN WITNESS WHEREOF**, the TOWN and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

**TOWN OF DUNDEE**

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

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

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

Jennifer Codo-Salisbury  
Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Approved as to legal form and sufficiency:**

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Council Attorney

**Town of Dundee**  
**SCOPE OF WORK FOR FY 2022-2023**

**GENERAL PLANNING SERVICES**

**I. GROWTH MANAGEMENT ADMINISTRATION**

- A. The COUNCIL shall advise and assist the TOWN in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and TOWN initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and TOWN staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall coordinate training sessions on State Statute and rule changes that effect the TOWN'S compliance with Chapter 163, F.S., as necessary and requested.
- E. The COUNCIL shall provide a professional planner to attend related meetings upon request. COUNCIL staff will be available by phone on all business days.
- F. The COUNCIL shall be available to provide information regarding past projects in which the COUNCIL was involved regarding planning matters with the TOWN.
- G. The COUNCIL shall provide planning services as part of a transition effort to assist the incoming TOWN planner between October 2022 and December 2022. This includes but is not limited to providing a review of the TOWN's application processes, staff report formats and any other information needed, in addition to attending TOWN meetings and coordination with the TOWN planner.

**II. ROUTINE MAPPING (ON GIS BASE MAP)**

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.
- C. The COUNCIL shall provide planning-related maps upon request.

**SPECIALIZED PLANNING SERVICES**

- A. The COUNCIL shall provide training to TOWN staff regarding the calculation of stormwater utility fees, including the process for coordinating with the Polk County Property Appraiser, for the collection of non-ad valorem assessments.
- B. The COUNCIL shall provide training to TOWN staff regarding the calculation of Equivalent Residential Connections (ERCs).



# TOWN COMMISSION MEETING

March 14, 2023 at 6:30 PM

---

**AGENDA ITEM TITLE:** DISCUSSION AND ACTION

**SUBJECT:** LAKE DELL INVASIVE PLANT TREATMENT

**STAFF ANALYSIS:** Staff has obtained a permit from FWC granting the Town permission to treat Lake Dell's invasive plant issue. Applied Aquatics has provided the quote for the necessary treatment that meets FWC's guidelines. It will take up to 90 days for the water to clear up with this treatment plan.

**FISCAL IMPACT:** \$22,200.00

**STAFF**

**RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** COC14885  
GenTEST  
Lake Dell Current Conditions Agreement

### Aquatic Plant Genetic Assessment

# GenTEST\* Chain of Custody

Company Name: APPLIED AQUATIC MANAGEMENT  
 Billing Address: PO BOX 1469 EAGLE LAKE, FL 33839  
 Telephone: 863-287-1081  
 Project Name: LAKE DELL  
 Number of samples to be analyzed: 2

Contact Person: TELLY R. SMITH  
 Email Address: TELLY@APPLIEDAQUATICMGMT.COM  
 Fax Number: \_\_\_\_\_  
 Sampler: MICHAEL PEREZ

Check Payment Method:  Check  PO Number \_\_\_\_\_  VISA  MasterCard Card No. 4859489101847662 Expiration Date: 06/24

Check here if you would like us to keep this credit card information on file for future lab analysis orders.  
 (To establish a secure credit card file for future billing, please contact the SePRO Accounting Department at 317-580-8291).

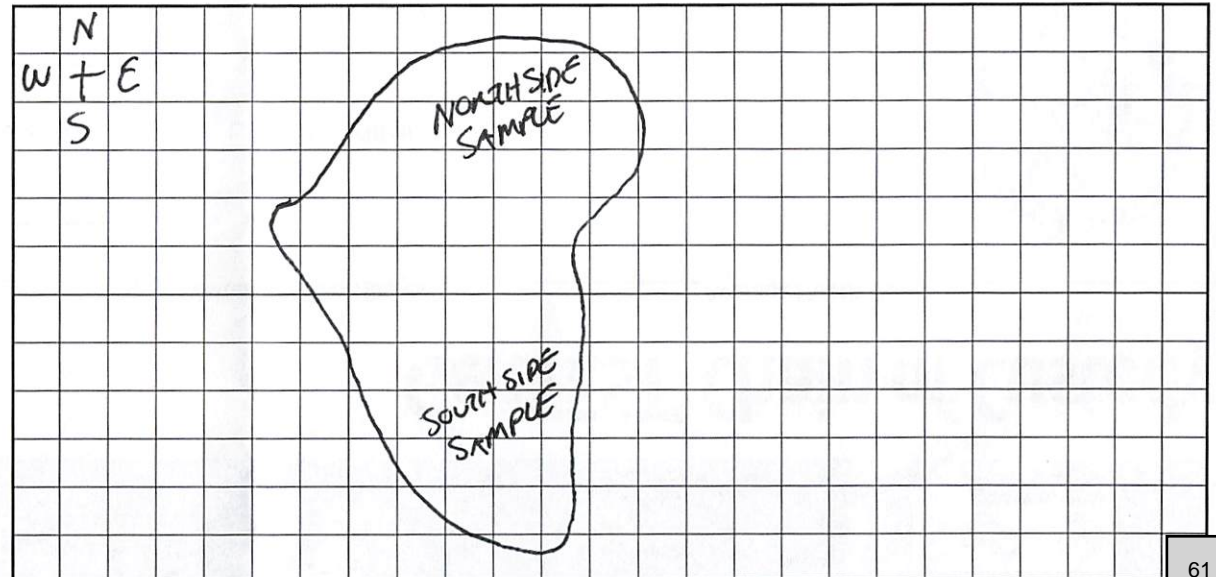
If billing information is omitted, an invoice will be mailed to the sampling company listed above. Samples sent with insufficient information for billing will not be tested until such information is provided to SePRO.

**Sample Location and Identification**  
 Draw a map of waterbody, to include sample locations by sample identification number as listed on the other side of this form or enclose a copy of a prepared map with this information.

**Ship samples to:**  
 SePRO Corporation SRTC  
 16013 Watson Seed Farm Road  
 Whitakers, NC 27891-9114  
 E-mail: [srtclab@sepro.com](mailto:srtclab@sepro.com)  
 Tel: (252) 391-8375

Direct all inquiries about your sampling and results to your SePRO Aquatic Specialist.

### Waterbody and Sample Location/ID Map



\*Trademark of SePRO Corporation. Revised 12/2017.



# Aquatic Plant Genetic Assessment

# GenTEST\* Chain of Custody

Waterbody Name: LAKE DELL Waterbody Size: (acres) \_\_\_\_\_ Average Depth: (feet) \_\_\_\_\_

SePRO Aquatic Specialist: WENDI NANCE

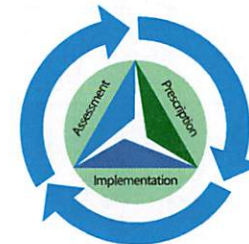
**Target Species:**

- Hydrilla verticillata* (dioecious)
- Hydrilla verticillata* (monoecious)
- Water Milfoil

Sample collected by: MICHAEL PEREZ

**Use one form for each waterbody.**

Shipped by: TELLY R SMITH Date/Time: 2/16/23 @ 4pm



Client Sample Site I.D.	Date Sample Collected	Depth Sample Collected (feet)	Sample Location – Identify sites on map (GPS coordinates preferred)	Field Notes
1. <u>NORTH SIDE</u>	<u>2-16-23</u>	<u>7'</u>		<u>41687</u>
2. <u>SOUTH SIDE</u>	<u>2-16-23</u>	<u>5'</u>		<u>41688</u>
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

..... To be filled out by laboratory .....

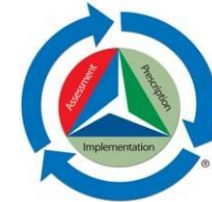
Received by: JES Date/Time: 2/17/23

Sample condition upon receipt:  Good  Fair  Poor Method of Shipment:  Cooler  Un-insulated package  On ice  Overnight

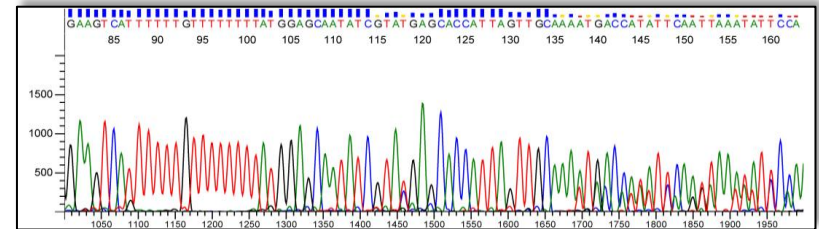
Date analysis performed: \_\_\_\_\_ Date results sent: \_\_\_\_\_

## GenTEST\* Report

### Aquatic Plant Genetic Assessment



**Waterbody:** Lake Dell  
**County, State:** Polk, FL  
**Organization:** Applied Aquatic Management  
**Collected By:** Michael Perez  
**Collection Date(s):** 2/16/2023  
**Management Response of Interest:** Sonar\* (fluridone)  
  
**Laboratory Receipt Date:** 2/17/2023  
**# of sample locations received:** 2  
**# of sample locations analyzed:** 2  
**Quality Control Sample (LS3 Biotype):** 100%



**GenTEST** is an advanced assessment technology that examines specific genetic sequences of aquatic plant DNA (deoxyribonucleic acids) to predict response to management with aquatic herbicides. DNA sequencing with GenTEST includes several methods and technologies used for determining the order of the nucleotide bases in key areas of an aquatic plant’s genetic code that play an important role in specific responses to particular herbicide modes of action or general ability to survive management. By determining the genetic makeup of an aquatic plant or plant community, the appropriate herbicide modes of action and dosing scenarios or other management technique can be prescribed based on well-tested correlations between genetics and management response. GenTEST improves aquatic plant management practices by providing rapid and scientifically based assessments prior to management design implementation, commonly with a focus on treatment with specific aquatic herbicide modes of action.

**Results Summary:** GenTEST analysis was completed on 2 sample locations submitted. Plants from 1 of the 2 sites were determined to be the Less Susceptible Biotype 1.



### Sample Location Results

Site Identification	Genotype <sup>+</sup>	Biotype <sup>++</sup>	Sample ID
North Side	CGT	CS	CTM41687-1
South Side	AGT	LS1	CTM41688-1

## GenTEST\* Report Aquatic Plant Genetic Assessment

### Fluridone Genotype and Herbicide Response Category

- CGT CS = Classically Sensitive Biotype
- AGT LS1 = Less Susceptible Biotype 1 (2.25 R/S)
- TGT LS2 = Less Susceptible Biotype 2 (3.75 R/S)
- CAT LS3 = Less Susceptible Biotype 3 (6.00 R/S)

### **R/S = Resistance/Sensitivity Ratio\***

For example: R/S Ratio of 2.00 means twice the herbicide dose is needed to achieve same results versus sensitive biotype.

- † **Genotype**: the hereditary information, genetic make-up.
- †† **Biotype**: organisms with the same genetic make-up.

\* Michel, A., Arias, R.S., Scheffler, B.E., Duke, S.O., Netherland, M. and Dayan, F.E. 2004; Somatic mutation-mediated evolution of herbicide resistance in the nonindigenous invasive plant hydrilla (*Hydrilla verticillata*). Mol. Ecol. 13, 3229–3237

For questions regarding this report, please contact Wendi Nance, SePRO Aquatic Specialist at [wendin@sepro.com](mailto:wendin@sepro.com), 386-409-1175.





P.O. Box 1469  
Eagle Lake, FL 33839  
1-800-408-8882

Item 7.

### AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to: **Date:** March 2, 2023  
Name Town of Dundee  
Address 202 E. Main St  
City Dundee, FL 33838  
Phone 863-514-6636

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and signee hereafter called "Customer".

The parties hereto agree as follows

A. AAM agrees to provide aquatic management services for a period of NA in accordance with the terms and conditions of this Agreement in the following sites:

Lake Dell

B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- 1. Submersed vegetation control **Included** (Hydrilla Only)
- 2. Tow Fastest Analysis. **Included**

**Service Shall Consist of One (1) Time Clean-up/Minimum of Two (2) Treatments.**

C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

Total Cost \$22,200.00 Due upon invoicing\* as billed x 1.

*\*Overdue accounts may accrue a service charge of 1 1/2% per month*

D. AAM agrees to commence treatment within 14 days, weather permitting, from the date of execution or receipt of the proper permits.

E. The Agreement shall have no force & is withdrawn unless executed and returned by Customer to AAM on or before April 2, 2023

F. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 3/2/2023

Accepted

Date:

AAM

\_\_\_\_\_  
Customer

## Terms and Conditions

Item 7.

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days written notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.

TF :: (800) 408-8882 T :: (863) 533-8882 F :: (863) 534-3322

## Lake Dell

### Treatment Plan

#### Hydrilla Management in Lake Dell: Sonar Use Prescription Proposal

The following recommended Sonar use prescription for Lake Dell is provided as a guide to improve herbicidal efficacy for hydrilla management. Overall, the management plan objective is to maximize Hydrilla control efficacy and native vegetation selectivity through an economically and scientifically sound approach. This Sonar treatment prescription has been developed to maintain a specific dose of Sonar in the lake for a minimum exposure of 85 days.

***Treatment Prescription:***

***Treatment Date:*** March 2023

***Day 1:*** Apply Sonar AS.

***Day 10:*** Lake survey and take 2 FasTest samples.

***Day 28:*** Apply Sonar AS.

***Day 38:*** Lake Survey and Take 2 FasTest Samples.

***Day 56:*** Apply Sonar AS.

***Day 84:*** Final Survey or date as determined by progress of treatment.





# Lake dell

Item 7.





# TOWN COMMISSION MEETING

March 14, 2023, at 6:30 PM

---

---

- AGENDA ITEM TITLE:** Discussion and Action, Zambelli 2023 Contract
- SUBJECT:** The Town Commission will consider approval of the Zambelli Fireworks Contract for 2023
- STAFF ANALYSIS:** The Town utilizes Zambelli Fireworks each year for our Fourth of July fireworks display. Their contract price has increased this year from \$12,800.00 to \$14,000.00, a difference of \$1200.00.
- FISCAL IMPACT:** \$14,000.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Zambelli 2023 Contract

**ZAMBELLI FIREWORKS MANUFACTURING CO.**

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of

this 9th day of March, 2023, by and between:

**Zambelli Fireworks Manufacturing Co.** of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Dundee, FL (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a 20 minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

**Display Date:** July 4, 2023

**Postponement Date:** July 5, 2023

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$ 14,000 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due three (3) days prior to the Display Date. All credit card payments will be subject to a 3.9% surcharge. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 9 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28<sup>th</sup> through July 7<sup>th</sup>. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 9 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
  - (b) Zambelli will secure all Fireworks permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition, Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications. Client shall be responsible for any Special Event permits required by City. It is the responsibility of the Client to contact the City's Special Events Department regarding their event.
  - (c) **If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.**
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, if applicable, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

8. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 12 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
9. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.



- (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
  - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
10. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
  11. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
  12. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
  13. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
  14. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
  15. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
  16. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
  17. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
  18. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 19. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 20. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to PO Box 1000, 202 E Main Street, Dundee, FL 33838
- 21. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 22. n/a

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

**FOR Client:**

**FOR: Zambelli Fireworks Manufacturing Co.**

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINT \_\_\_\_\_

PRINT \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**  
**1060 Holland Drive, Suite J**  
**Boca Raton, FL 33487**  
 561-395-0955                      FAX 561-395-1799

# Zambelli

## FIREWORKS

Item 8.

### Communication Sheet

Communications Sheet must be completed in its entirety each year.

***Our insurance carrier requires a newly completed form each year.***

A Zambelli Fireworks representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	Town of Dundee	Show Date	July 4, 2023
Address	P.O. Box 1000	Rain Date	July 5, 2023
City, State, Zip	Dundee, FL 33838	Time of Show	
E-Mail		Duration of Show	
Firing Site Location		Storage Site Location	
Description		Description	
Site contact Name		Site Contact Name	
Phone Number		Phone Number	
Address		Address	
City, State, Zip		City, State, Zip	
Main Contact		A/P Billing Contact	
Name	Tandra Davis	Name	Melissa Glogowski
Address	P.O. Box 1000	Address	P.O. Box 1000
City, State, Zip	Dundee, FL 33838	City, State, Zip	Dundee, FL 33838
Home Phone Number		Home Phone Number	
Fax Number	863.438.8339	Fax Number	863.438.8339
Office Number (& ext.)	863.438.8330 ext. 222	Office Number (& ext.)	863.438.8330 ext. 225
Cell Number	863.289.1895	Cell Number	863.344.9504
E-Mail	tdavis@townofdundee.com	E-Mail	AP@townofdundee.com
Alternate Contact		Show Day Contact	
Name	John Vice	Name	Tandra Davis
Address	P.O. Box 1000	Address	P.O. Box 1000
City, State, Zip	Dundee, FL 33838	City, State, Zip	Dundee, FL 33838
Home Phone Number		Home Phone Number	
Fax Number	863.438.8339	Fax Number	863.438.8339
Office Number (& ext.)		Office Number (& ext.)	863.438.8330 ext. 222
Cell Number	863.514.6636	Cell Number	863.289.1895
E-Mail	jvice@townofdundee.com	E-Mail	tdavis@townofdundee.com

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

1060 Holland Drive – Suite J  
 Boca Raton, FL 33487  
 (561) 395-0955  
 www.zambellifireworks.com



Item 8.

### Required Insurance Requisition Form

Customer Name Town of Dundee

Address P.O. Box 1000

City Dundee

State Florida

Zip 33838

Display Date July 4, 2023

Rain Date July 5, 2023

Location of Display Over Lake Marie

City Dundee

State Florida

Zip 33838

Name all Additional Insured

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

Name & Address of Display Site Property Owner

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

Certificate to be issued to:

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

**\* This form must be returned with your signed contract for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

1060 Holland Drive – Suite J  
Boca Raton, FL 33487  
(561) 395-0955  
www.zambellifireworks.com



# AMENDED

## TOWN COMMISSION MEETING

March 14, 2023 at 6:30 PM

---

---

**AGENDA ITEM TITLE:** DISCUSSION, HOUSE AND SENATE BILLS

**SUBJECT:** The Town Commission will discuss proposed State House and Senate bills.

**STAFF ANALYSIS:** See Attachments

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** None

**ATTACHMENTS:** HB – SB Analysis

## Open Session / Polk Day in Tallahassee:

I wanted to remind everyone that Open Session begun yesterday in Tallahassee. Just incase anyone decides to attend later in the week, I wanted to remind you all a couple HB's and SB's which management is closely watching. As I did Mid-February when Special Project Manager, Tracy Mercer attended the FAST Fly-In when she travelled to Washington DC with Florida League of Cities federal advocacy trip known as the Federal Action Strike Team. We had her to mention our concerns with infrastructure funding, home insurance and safer roadways. Today, she will be meeting with a couple representatives (house and senate) and tasked her with the following bills which is a great concern to Dundee.

**HB 405 Partisan Election** – this will require local government to run under a partisan election. Local government has always been nonpartisan elections, this allows candidates to run on local issues and not have to address national issues. I am hoping that local government can stay non-partisan, because this allow every candidate to address what's happening in Dundee and not state or national issues. We want to keep our eye on local issues and not get comingled with the messy nation issues. That should continue to be addressed at the STATE level and not within the town.

**SB 798 Solid Waste Management** – This bill will allow the town to continue to treat solid waste as a whole entity rather than having residences to pick and chose the company to pick up their solid waste. As we have seen with the experience we have had with

outside vendors and the importance of waste pickup. We do not want private entities to have the ability to be in and out of our community not being held accountable for our waste management and the beautification of our town. Outsourcing had Dundee a mess and we do not want to return to those issues.

**SB 1340 Insurance** – As we all know, our solvency is currently 300k however in this bill it will allow up to 2.5 M. This is greatly concerning because Dundee annual budget is 11 M. If we have cases where someone has a homeowner's insurance claim, auto claims, claims for water damages etc., that maximum claim can whip out an entire budget. We will see a huge rate increase which could factor a large portion of our budget. Small towns, regardless of the excessive growth - could no longer afford the premiums. The tax rate for homeowners will become excessive and un-realistic for owners to afford. This is our top concern for all municipalities and the county. I plan to prepare a letter to send to Killebrew as we counter this bill with greater concerns that which we have already addressed. FLC has already met with House and Senate Representatives asking that they strongly stand against this bill, and I will keep you posted.

Any questions on the bills I mentioned or does anyone have additional bills you have seen that needs some sort of attention? Please let me know so I can make sure we address them in my formal letter.