



## TOWN COMMISSION MEETING AGENDA

# AMENDED

December 10, 2024 at 6:30 PM

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

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION

### RECOGNITION OF SERGEANT AT ARMS

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

### ROLL CALL

### DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

### APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR DECEMBER 10, 2024

#### A. MINUTES

1. 11/12/2024 Town Commission Regular Meeting

#### B. AGREEMENTS

1. Interagency Agreement Between the Polk County Sheriff's Office and the Dundee Fire Department for Criminal Justice Information Exchange and Computer Usage
2. Zambelli Fireworks Manufacturing Company – 11/22/2024 Agreement for December 20<sup>th</sup> event

### APPROVAL OF AGENDA

### PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

#### A. RECOGNITION, SERVICE AWARD PRESENTED TO STEVEN GLENN

#### B. PROCLAMATION, TOWN OF DUNDEE CENTENNIAL YEAR PROCLAMATION

#### C. MOTION TO RECESS

### NEW BUSINESS

1. **DISCUSSION & ACTION, SEAT 2 APPOINTMENT (EXECUTIVE)**
2. **DISCUSSION & ACTION, NORTHEAST CHAMBER OF COMMERCE MEMBERSHIP (EXECUTIVE)**
3. **DISCUSSION & ACTION, ORDINANCE 24-11, VOLUNTARY ANNEXATION RICHARDS AT LAKE ANNIE, 2<sup>ND</sup> READING (PLANNING)**
4. **DISCUSSION & ACTION, RESOLUTION 24-27, SHORES OF LAKE DELL FINAL PLAT (PLANNING)**
5. **DISCUSSION & ACTION, WOODLAND RANCH ESTATES HARDSHIP APPLICATION (PLANNING)**
6. **DISCUSSION & ACTION, PARKS AND RECREATION ENCLOSED TRAILER PURCHASE (PUBLIC WORKS)**
7. **DISCUSSION & ACTION, STREETS ENCLOSED TRAILER PURCHASE (PUBLIC WORKS)**
8. **DISCUSSION & ACTION, ROAD CLOSURE, DECEMBER 20<sup>TH</sup> MOVIE NIGHT AT THE DUNDEE COMMUNITY CENTER SPONSORED BY TOWN OF DUNDEE (PUBLIC WORKS)**
9. **DISCUSSION & ACTION, ROAD CLOSURE, JANUARY 19<sup>TH</sup> MARTIN LUTHER KING, JR. DAY PARADE AND BLOCK PARTY SPONSORED BY CCOD (PUBLIC WORKS)**
10. **DISCUSSION & ACTION, BLACK HISTORY MONTH POLE BANNERS (PUBLIC WORKS)**
11. **DISCUSSION & ACTION, HART COMMUNITY SIGN (PUBLIC WORKS)**
12. **DISCUSSION & ACTION, FY 2024-25 BUDGETED FIRE TRUCK REPAIR FOR ENGINE 61 (FIRE)**
13. **DISCUSSION & ACTION, POLK REGIONAL WATER COOPERATIVE CONSERVATION IMPLEMENTATION AGREEMENT (UTILITIES)**
14. **DISCUSSION & ACTION, UTILITIES, TASK ORDER #3 WITH CHA CONSULTING – IMPROVEMENTS TO RINER WATER PLANT (UTILITIES)**
15. **DISCUSSION & ACTION, UTILITIES, BY-PASS PUMP PURCHASE (UTILITIES)**
16. **DISCUSSION & ACTION, UTILITIES, TV CAMERA FOR SEWER LINE INSPECTION PURCHASE (UTILITIES)**
17. **DISCUSSION & ACTION, WINTER HAVEN INTERCONNECT WITH TOWN OF DUNDEE (UTILITIES)**
18. **DISCUSSION & ACTION, SPONSOR-A-BIKE GIVEAWAY SPECIAL EVENT APPLICATION (EXECUTIVE)**

## **REPORTS FROM OFFICERS**

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

## **ADJOURNMENT**

***PUBLIC NOTICE:*** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105). If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.



# TOWN COMMISSION MEETING

**December 10, 2024 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 on the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of December 10, 2024 contains the following:
- MINUTES**
1. 11/12/2024 Town Commission Regular Meeting
- AGREEMENTS**
1. Interagency Agreement Between the Polk County Sheriff's Office and the Dundee Fire Department for Criminal Justice Information Exchange and Computer Usage
  2. Zambelli Fireworks Manufacturing Company – 11/22/2024 Agreement for December 20<sup>th</sup> event
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:**
- MINUTES**
1. 11/12/2024 Town Commission Regular Meeting
- AGREEMENTS**
1. Interagency Agreement Between the Polk County Sheriff's Office and the Dundee Fire Department for Criminal Justice Information Exchange and Computer Usage
  2. Zambelli Fireworks Manufacturing Company – 11/22/2024 Agreement for December 20<sup>th</sup> event



# TOWN COMMISSION MEETING MINUTES

November 12, 2024 at 6:30 PM

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

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

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

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Mayor Pennant

**RECOGNITION OF SERGEANT AT ARMS** – Sgt. Josh Anderson

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

**ROLL CALL** taken by Town Clerk O'Neill

**PRESENT**

Commissioner Quarles

Commissioner Richardson

Vice-Mayor Goddard

Mayor Pennant

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

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

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR NOVEMBER 12, 2024**

The minutes being reviewed include minutes from the following meetings:

1. 10/7/2024 Town Commission Emergency Meeting
2. 10/22/2024 Town Commission Regular Meeting
3. 10/25/2024 Visioning Committee Meeting

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

A motion was made to approve the minutes on the consent agenda by Commissioner Richardson, seconded by Commissioner Quarles.

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

Motion passed unanimously.

The agreements on the Consent Agenda for consideration and approval include the following:

TC Regular Meeting, November 12, 2024 at 6:30 p.m.

1. Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01 with Exhibit A Work Scope
2. Addendum to the Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01
3. Concurrency Developer's Agreement – AG Investments of Polk County, LLC (Hills of Dundee)
4. Water Supply Allocation Agreement – AG Investments of Polk County, LLC (Hills of Dundee)

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

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

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

Motion passed unanimously.

### **APPROVAL OF AGENDA**

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

- Item #10, GPS Tracking for Fleet, was added, which moved Items 10,11,12 to Items 11,12,13
- Resolution 24-33 for the chlorine piggyback with Odyssey, including exhibits A through F, was added.
- Exhibit A was added to Resolution 24-34 for the Budget Amendment.

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

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

Motion passed unanimously.

### **PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS None**

### **NEW BUSINESS**

#### **1. DISCUSSION & ACTION, ORDINANCE 24-11, VOLUNTARY ANNEXATION**

Assistant Town Attorney read the title of Ordinance 24-11 into the record.

Development Services Director, Lorraine Peterson, provided the analysis. The Town of Dundee received a petition for annexation of property called Richards at Lake Annie, which consists of 67.8+/- acres, in March 2024. Attorney Claytor noted that the applicant, Richards Restaurants, Inc., is a foreign, for-profit corporation.

As a commercial entity specializing in the commercial food delivery, food preparation, and food distribution industries, the applicant submitted the voluntary petition to annex the subject property in order to develop same for commercial purpose(s) consistent with the Articles of Incorporation for Richards Restaurants, Inc.

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

A motion to approve Ordinance 24-11 upon first reading, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby, was made by Commissioner Quarles, seconded by Vice Mayor Goddard.

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

Motion passed unanimously.

#### **2. DISCUSSION & ACTION, NE POLK CHAMBER OF COMMERCE PRESENTATION**

Mayor Pennant welcomed Lana Stripling, the Executive Director of the Northeast Polk Chamber of Commerce.

Ms. Stripling thanked the Town Commission for inviting her to speak. Ms. Stripling explained the history and benefits of membership.

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

Jacque Nichols, 308 Lewis Lane, asked Ms. Stripling whether individuals are able to participate as members, or if it is only for business membership. Ms. Stripling stated that while it is mainly businesses, but there are “silver angels” that are not businesses.

Vice-Mayor Goddard asked how the Chamber of Commerce would assist with promoting events and fundraising. Ms. Stripling explained that the Chamber of Commerce is a non-profit organization that is dedicated to supporting community events. Ms. Stripling explained that her organization would be able to assist with arranging meetings if the Town of Dundee is interested in fundraising efforts.

Commissioner Richardson thanked Ms. Stripling for presenting the information. Ms. Stripling noted that Leadership Polk visits Dundee each year, and participants are always glad to learn how much Dundee has to offer.

Ms. Stripling provided brochures and directories to the Commission for their review.

No action was taken.

### **3. DISCUSSION ONLY, AUDIT TIMELINE**

Town Manager Davis provided the analysis and gave an update on the FY 2023 audit timeline.

Commissioner Quarles asked about the C.P.A. who is working on gathering the items.

Commissioner Richardson discussed whether an internal control system is in place as the Town of Dundee moves forward unnecessary future delay(s).

No action was taken.

### **4. DISCUSSION & ACTION, RESOLUTION 24-34, FY 2023-24 BUDGET AMENDMENT**

Assistant Town Attorney, Seth Claytor, read Resolution 24-34 by title.

Town Manager Davis provided the analysis. Ms. Davis additionally provided details about the budget as described in Exhibit A.

Discussion ensued about recycling services.

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

A motion to approve Resolution 24-34 was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

### **5. DISCUSSION & ACTION, RESOLUTION 24-33, PROCUREMENT PIGGYBACK RE: SODIUM HYPOCHLORITE**

Assistant Town Attorney, Seth Claytor, read Resolution 24-33 by title.

Town Manager Davis provided the analysis.

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

A motion to approve Resolution 24-33 was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

**6. DISCUSSION & ACTION, CONTINUING MASTER AGREEMENT BETWEEN THE TOWN OF DUNDEE AND CHA CONSULTING (RFQ 23-01 – OCTOBER 22, 2024) TASK ORDER #1 WATER AND WASTEWATER UTILITY MASTER PLAN**

Town Manager Davis provided the analysis.

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

A motion to approve Task Order #1 with CHA Consulting was made by Commissioner Quarles, seconded by Vice Mayor Goddard.

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

**7. DISCUSSION & ACTION, CONTINUING MASTER AGREEMENT BETWEEN THE TOWN OF DUNDEE AND CHA CONSULTING (RFQ 23-01 – OCTOBER 22, 2024) TASK ORDER #2 DUNDEE REGIONAL WWTF PERMIT RENEWAL APPLICATION**

Town Manager Davis provided the analysis.

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

A motion to approve Task Order #2 with CHA Consulting was made by Commissioner Quarles, seconded by Commissioner Richardson.

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

**8. DISCUSSION & ACTION, RFP 24-11 GRAPPLE TRUCK, SANITATION DEPARTMENT**

Town Manager Davis provided the analysis.

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

A motion to approve RFP 24-11 was made by Commissioner Quarles, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant  
The motion passed unanimously.

**9. DISCUSSION & ACTION, PURCHASE OF GARBAGE CARTS**

Mayor Pennant stated that the recycling effort does not seem to be worth the effort. Discussion ensued about how contamination of the recycling load leads to high costs.

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

A motion to approve the purchase of 144 garbage carts and no recycling carts was made by Commissioner Quarles, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant.  
The motion passed unanimously.

**10. DISCUSSION & ACTION, GPS TRACKING FOR FLEET**

Town Manager Davis provided the analysis. Ms. Davis noted that staff obtained three quotes for GPS tracking services, and the low quote was from Samsura.

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

A motion to approve the change for GPS tracking service for fleet was made by Commissioner Richardson, seconded by Vice-Mayor Goddard.

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

Motion passed unanimously.

### **11. DISCUSSION & ACTION, RENTAL RATES FOR DUNDEE COMMUNITY CENTER**

Town Manager Davis provided the analysis. Due to the fact that renovations at the Dundee Community Center were completed recently, Town staff has looked at rental prices at similarly sized venues at nearby municipalities. Ms. Davis presented PowerPoint slides that summarized current costs for events.

Town Manager Davis presented the proposed rental rates. Discussion ensued regarding the proposed rental rates.

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

Jacque Nichols, 308 Lewis Court, stated that the Haines City venue and the Town of Dundee venue are not the same type of facility.

A motion to approve the new rental rates for the Dundee Community Center was made by Commissioner Quarles, seconded by Vice-Mayor Goddard.

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

Motion passed unanimously.

### **12. DISCUSSION & ACTION, SEAT 2 VACANCY – APPOINTMENT APPLICATION FORM**

Assistant Town Attorney, Seth Claytor, provided the analysis.

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

Annette Wilson, 408 Dr. Martin Luther King St., asked for clarification about when the forms would be made available. Attorney Claytor stated that an informational social media post would likely be made by Town staff, and Town staff will likely make copies available at Town Hall.

A motion to approve the use of the Town of Dundee Appointment Oath and the revised Board and Commission Seat Appointment Form and to authorize Town staff to make these forms available upon approval by the Town Commission to be submitted to the Town Clerk's office by 5:00 p.m. on Monday, December 2, 2024 was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

### **13. DISCUSSION & ACTION, TOWN OF DUNDEE STAGE DESIGN**

Town Manager Davis provided the analysis. Ms. Davis explained that the stage that had been ordered and expected to be delivered in six months, was delivered last week.

Ms. Davis described the eight different options that the Public Works Director presented for consideration. Discussion ensued about the different design options.



General consensus among the Town Commission was reached when they agreed to approve the photos and logos for the stage design as shown in example C provided in the PowerPoint slides.

## REPORTS FROM OFFICERS

### Polk County Sheriff's Office

Sgt. Anderson announced the turkey giveaway will take place 8-10am on Saturday, November 23, 2024 at The Church on the Hill.

Sgt. Anderson also invited the Town to partner with the Dundee Sheriff's Sub-Station again this year to adopt a family or two for the holidays.

### Dundee Fire Department

Fire Chief Carbone provided the call numbers for the past two weeks:

- 51 runs
- 29 medicals
- 3 fires
- 1 special event (carbon monoxide detector)
- 3 false alarms
- 10 good intents
- 1 hazardous conditions
- 4 public assists
- **365 total = 1,120 calls**

**Town Attorney** None

### Department Updates

- Parks and Recreation – Director Matt Jones provided an update. The parade for the November 30<sup>th</sup> Hispanic and Cultural Event was canceled, but the event is still taking place.
- Public Works – Director John Vice provided an update on storm debris pickup. Mr. Vice also updated the Commission about Betty Avenue stormwater issues.

### Town Manager

Town Manager Davis announced the turkey giveaway on November 23, 2024. Ms. Davis also thanked Chief Carbone and others that represented on Veterans Day. Ms. Davis announced the Tree Lighting event on December 6<sup>th</sup> at the Dundee Community Center and the Career Expo on December 18<sup>th</sup>. December 14<sup>th</sup> is the Christmas Parade and the Mayor's Toy Drive, and December 20<sup>th</sup> is the Centennial Festival and Movie Night with Santa.

### Commissioners

**Commissioner Richardson** asked about the Northeast Chamber of Commerce membership. Mayor Pennant responded. Commissioner Richardson asked about how the Commission should make a decision. The Mayor noted that the information provided by Ms. Stripling may be reviewed and the Town Commission may decide about membership at the meeting in December. Town Manager Davis noted that annual membership costs \$667.00.

Commissioner Richardson also announced a vegetable giveaway for senior citizens upcoming in November.

**Commissioner Quarles** asked about the Lake Marie bridge. Town Manager Davis provided the timeline and details about construction, which will start soon and should be completed by January 2025.

**Vice-Mayor Goddard** thanked staff including John Vice and Chief Joe Carbone for a great event for Veterans Day. The Vice-Mayor noted the upcoming events on the November and December calendar. He commended Town staff for all the great Centennial events throughout the year.

**Mayor Pennant** expressed his appreciation to the Town staff, noting that Dundee came through the hurricane season well as compared to other municipalities. Mayor Pennant noted that when he attended the Mayors' Roundtable a couple of weeks ago, he noticed that Town staff here in Dundee goes above and beyond to help Dundee be successful. Mayor Pennant wished everyone in attendance a happy and healthy holiday season.

**ADJOURNMENT** at 9:02 p.m.

Respectfully submitted,

**Lita O'Neill**

Lita O'Neill, Town Clerk

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

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**INTERAGENCY AGREEMENT BETWEEN THE POLK COUNTY SHERIFF'S OFFICE  
AND THE DUNDEE FIRE DEPARTMENT FOR CRIMINAL JUSTICE  
INFORMATION EXCHANGE AND COMPUTER USAGE**

**WITNESSETH**

**WHEREAS**, the **POLK COUNTY SHERIFF'S OFFICE**, hereafter referred to as PCSO, and the **DUNDEE FIRE DEPARTMENT**, hereafter referred to as DFD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

**WHEREAS**, PCSO maintains a dispatching center for law enforcement 911 calls and services; and

**WHEREAS**, PCSO maintains electronic data bases and applications (System) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

**WHEREAS**, DFD wishes to utilize dispatching services provided by PCSO:

**WHEREAS**, PCSO and DFD wishes to routinely share CJI for the administration of criminal justice;

**NOW THEREFORE**, the Parties agree as follows:

1. PCSO will assist the DFD with the following dispatching functions: dispatching, entering entries, updates, and cancellations within FCIC/NCIC as required by the FDLE User Agreement and the Federal Bureau of Investigations.
2. PCSO will provide DFD access to CJI systems for search capabilities, information storage, and case management. Access to these systems will be provided through a FIPS 140-2 certified encrypted path.
3. PCSO and DFD may also exchange CJI, as needed, via voice and/or physical paper dissemination.
4. Both PCSO and DFD will utilize the records for criminal justice purposes.
5. PCSO and DFD agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
6. Both parties agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and each party, to include but not limited to the FBI CJIS Security Policy.
7. Both PCSO and DFD agree that they shall make use of the records for authorized criminal justice purposes only.
8. Both parties will disseminate CJI related information obtained from one another only for criminal justice purposes.

9. Both parties agree to maintain any information obtained from one another in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws.
10. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
11. To the extent provided by the laws of Florida, the parties agree to be responsible for the violations, negligent acts or omissions of their agency's' personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
12. Both parties must ensure all devices with connectivity to CJI systems and/or data employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such device, after any necessary testing, upon such patches becoming available.
13. CJI may only be accessed via computers or interface devices owned by the criminal justice agencies or contracted entities. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the hosting agency may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.
14. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
15. Both PCSO and DFD will have a written policy for discipline of personnel who access CJI for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures.
16. The DFD shall submit instances of violations to the proper point of contact within PCSO for follow-up.
17. PCSO and DFD have an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.
18. PCSO reserves the right to deny CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.
19. Either party may terminate this agreement upon thirty (30) days written notice.
20. Nothing contained herein shall in any way waive the sovereign immunity that each party presently enjoys under the Constitution and Statutes of the State of Florida, including but not limited to the limitations of liability provided in F.S. § 768.28, and nothing contained herein should be construed to waive or modify the provisions of the aforementioned statute.

21. This agreement constitutes the entire agreement of the parties and may not be modified or amended except in writing executed by both parties. This agreement supersedes or amends all prior agreements or provisions of agreements between the parties solely related to the obligations or responsibilities to comply with applicable laws and rules regarding the sharing of CJI. This agreement does not supersede or amend any provision of any existing agreement between the parties that involve the provision of services for compensation, whether related to the sharing of CJI, or any other matter.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

POLK COUNTY SHERIFF'S OFFICE  
ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

Helen Cholewa  
WITNESS TO ANDRIA MCDONALD

Date: 11-27-24

APPROVED AS TO FORM AND CONTENT

By: [Signature]  
SHERIFF'S COUNSEL

DUNDEE FIRE DEPARTMENT  
JOE CARBONE, FIRE CHIEF

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

TOWN OF DUNDEE  
BY SAM PENNANT, MAYOR

ATTEST  
BY TOWN CLERK

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

APPROVED AS TO FORM AND CONTENT

By: \_\_\_\_\_  
TOWN OF DUNDEE ATTORNEY

**ZAMBELLI FIREWORKS MANUFACTURING CO.**

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

this 22nd day of November, 2024, by and between:

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

-AND-

**Town of Dundee** (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:** December 20, 2024      **Postponement Date:** \_\_\_\_\_

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 \$ 15,000 (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  


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PO Box 1000, 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Tandra Davis

PRINT \_\_\_\_\_

DATE 12/3/24

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

# PROCLAMATION



**WHEREAS**, Dundee was incorporated as the City of Dundee in 1921 and later reincorporated as the Town of Dundee in 1924 and is currently celebrating its Centennial Anniversary; and

**WHEREAS**, in its first 100 years the Town of Dundee has transformed from a vibrant citrus community that covered an area of 3.72 square miles established by Mr. Menzie and is now an ever expanding and dynamic community covering an area of 12.4 square miles; and

**WHEREAS**, the Town of Dundee can boast about our outstanding public library, excellent schools, parks, and trails for residents and visitors alike to enjoy the outdoors in a variety of ways; and

**WHEREAS**, it shall be the goal of the Town of Dundee to provide a system for orderly growth and development to ensure that the health, safety, and welfare fosters a healthy and pleasant social and economic environment.

**NOW, THEREFORE, BE IT RESOLVED**, that the members of the Town of Dundee Commission hereby proudly announce and proclaim that we take pride in all the Town of Dundee has accomplished in its first century and have been pleased to spend this year honoring and celebrating the legacy of the Town of Dundee while beginning Dundee's next 100 years, which will be 100 more years of growth filled with remarkable achievements.

**IN WITNESS WHEREOF**, we have hereunto set our hand caused the seal of the Town of Dundee, Florida, to be affixed this 10<sup>th</sup> day of December, 2024.

## TOWN OF DUNDEE, FLORIDA

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

\_\_\_\_\_  
Bertram Goddard, Vice-Mayor

\_\_\_\_\_  
Commissioner Willie Quarles

\_\_\_\_\_  
Commissioner Mary Richardson

\_\_\_\_\_  
Tandra Davis, Town Manager

\_\_\_\_\_  
Lita O'Neill, Town Clerk



# TOWN COMMISSION MEETING

December 10, 2023 at 6:30 PM

**AGENDA ITEM TITLE:**

DISCUSSION & ACTION, SEAT 2 APPOINTMENT

**SUBJECT:**

The Town Commission currently has four out of five Commission seats filled due to the recent resignation of one Commissioner. The Commission needs to fill Seat 2.

**STAFF ANALYSIS:**

Commission Seat #2 is currently vacant due to the resignation of Steven Glenn. At the November 12, 2024 meeting, the Town Commission approved use of appointment forms to fill the vacancy.

The Town Commission will consider five applicants who submitted the approved paperwork by the deadline of 5:00pm on December 2, 2024 to be considered for the vacant Town Commission seat. The individual who is appointed will serve the remaining portion of the term, which ends in April 2025.

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

At the will of the Commission

**ATTACHMENTS:**

Appointment forms submitted by the following:

- Jessica Farler
- Kevin Kitto
- Alethea Pugh
- Jacob Reuter
- Annette Wilson

RECEIVED DEC 02 2024



**TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION**

**Board, Committee, or Seat Desired:** Commission Seat #2

**Name:** Farler Jessica G  
 (Last) (First) (Middle)

**Address:** (Home) 315 7th St S  
 Dundee, FL 33838

**Phone:** (Email) j.farler@outlook.com  
 (Home) 517-414-8109 (Work)

**Employer:** Lake Wales Charter Schools

**Position:** Teacher Years/Months: 4 months

**Please answer the following:**

**Check (✓) one:**

Are you a resident of the Town of Dundee? Yes  No

Are you a registered voter? Yes  No

Have you reviewed the qualification requirements to serve on the Town Commission? Yes  No

Have you reviewed financial disclosure requirements? Yes  No

Have you reviewed and submitted an Appointment Oath? Yes  No

Have you ever served on a Town Board/Committee? Yes  No

- If yes, when and which Board(s)/Committee(s)?

Currently on the Tree Board

Are you a Town of Dundee employee? Yes  No

How long have you lived in Dundee? Years/Months: 3 years 9 mos

**Please state your reason for wanting to serve on this Board/Committee/Commission Seat.**

I want to serve on the Board of Commissioners to be an active voice for our community and ensure that all residents' concerns are heard. I'm committed to bringing fresh perspectives and innovative ideas to address our town's evolving needs. My goal is to collaborate with others to create effective solutions. Together we can build a stronger, more responsive town for everyone.

**Describe your background and qualifications for the Board/Committee/Commission Seat for which you seek appointment?**

As a registered voter and resident of the town, I am familiar with local laws and ordinances due to frequent attendance at town meetings. I hold a Bachelor's and Master's Degree in Education through which I was previously employed in the town and able to build community relationships. I currently serve on the Dundee Tree Board.


**Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board/Committee/Commission Seat to which you seek appointment?:**

At this time, I am unaware of any potential conflicts that would make it difficult to render objective judgment on questions which come before the board.

**REFERENCES:**

Name	Address	Phone
LouAnn Edwards		
Emily Evans		

*Florida Statute 166.0442 permits local governments to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.*

1). Signature required if NOT submitting electronically:  Date 12/1/24

2). To elect submission via email with no signature, click here:

**PLEASE EMAIL, MAIL, or DROP OFF THE COMPLETED APPLICATION TO:**

Lita O'Neill, Town Clerk  
Town of Dundee  
202 East Main Street ♦ Dundee, FL 33838  
Office: 863.438-8330 ext. 258  
loneill@townofdundee.com

RECEIVED DEC 02 2024



**TOWN OF DUNDEE  
APPOINTMENT OATH**

**STATE OF FLORIDA  
COUNTY OF POLK**

BEFORE ME, I personally appeared to the below notary and swear or affirm that the following information is true and correct.

1. I am qualifying to become a candidate for consideration for the office of Town Commissioner for an at-large Seat #2 in the Town of Dundee vacancy appointment.
2. I have resided within the Town of Dundee municipal limits for not less than one (1) full calendar year immediately preceding the date of Feb 19, 2021
3. My legal address is 315 7th St S. DUNDEE FL 33838, which is located within the municipal boundaries of the Town of Dundee, Florida and I understand that I must maintain a legal residence within the municipal limits to be eligible to hold the office of city commissioner.
4. I am a registered elector of the Town of Dundee, Florida.
5. I am qualified under the Constitution and the Laws of the State of Florida to hold office to which I desire to be appointed. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned to run from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.
6. I agree to qualify and to serve in such office for which I am appointed.
7. I acknowledge that, during the 2023 legislative session, Senate Bill 774 (SB 774) was passed and thereafter codified at Laws of Florida 2023-09, amending §112.3144, Florida Statutes (2023), changing the financial disclosure requirements for all elected members of the municipal governing board to file the Form 6 Financial Disclosure.

[Signature]  
Applicant Signature

**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 1st day of December, 2024 (year), by

Jessica G Farler (name of the person making statement).

Sarah L. Licursi  
Signature of Notary Public – State of Florida  
Sarah L. Licursi



Print, Type, or Stamp the Name of the Notary ;  
Personally Known  OR Produced Identification



RECEIVED NOV 19 2024

TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION

Board, Committee, or Seat Desired:

Name: Kitto Kevin J  
(Last) (First) (Middle)

Address: (Home) 150 Kitto Lane  
Dundee 33838

Phone: (Email) kevin@goKITTO.com  
(Home) 863-207-7770 (Work) 863-207-7770

Employer: Self

Position: Owner Years/Months: 10 years

Please answer the following:

Check (✓) one:

Are you a resident of the Town of Dundee?

Yes  No

Are you a registered voter?

Yes  No

X Have you reviewed the qualification requirements to serve on the Town Commission?

Yes  No

X Have you reviewed financial disclosure requirements?

Yes  No

X Have you reviewed and submitted an Appointment Oath?

Yes  No

Have you ever served on a Town Board/Committee?

Yes  No

- If yes, when and which Board(s)/Committee(s)?

Commission

Are you a Town of Dundee employee?

Yes  No

How long have you lived in Dundee?

Years/Months: 35

Please state your reason for wanting to serve on this Board/Committee/Commission Seat.

To help the Town

Describe your background and qualifications for the Board/Committee/Commission Seat for which you seek appointment?

Been on Commission for 6 years  
Mayor for 2 years  
Love this town

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board/Committee/Commission Seat to which you seek appointment?:

No

REFERENCES:

Name	Address	Phone
Drexel R	[Redacted]	[Redacted]
Reggie Baxter	[Redacted]	[Redacted]
John Fazzino	[Redacted]	[Redacted]
Nat Bindson	[Redacted]	[Redacted]

Florida Statute 166.0442 permits local governments to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: \* [Signature] Date 11-19-24

2). To elect submission via email with no signature, click here:

PLEASE EMAIL, MAIL, or DROP OFF THE COMPLETED APPLICATION TO:

Lita O'Neill, Town Clerk  
Town of Dundee  
202 East Main Street ♦ Dundee, FL 33838  
Office: 863.438-8330 ext. 258  
loneill@townofdundee.com



RECEIVED NOV 19 2024

RECEIVED NOV 19 2024



TOWN OF DUNDEE APPOINTMENT OATH

STATE OF FLORIDA COUNTY OF POLK

BEFORE ME, I personally appeared to the below notary and swear or affirm that the following information is true and correct.

- 1. I am qualifying to become a candidate for consideration for the office of Town Commissioner for an at-large Seat #2 in the Town of Dundee vacancy appointment.
2. I have resided within the Town of Dundee municipal limits for not less than one (1) full calendar year immediately preceding the date of Dec 10th 2024
3. My legal address is 150 Kitto Lane Dundee, which is located within the municipal boundaries of the Town of Dundee, Florida and I understand that I must maintain a legal residence within the municipal limits to be eligible to hold the office of city commissioner.
4. I am a registered elector of the Town of Dundee, Florida.
5. I am qualified under the Constitution and the Laws of the State of Florida to hold office to which I desire to be appointed. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned to run from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.
6. I agree to qualify and to serve in such office for which I am appointed.
7. I acknowledge that, during the 2023 legislative session, Senate Bill 774 (SB 774) was passed and thereafter codified at Laws of Florida 2023-09, amending §112.3144, Florida Statutes (2023), changing the financial disclosure requirements for all elected members of the municipal governing board to file the Form 6 Financial Disclosure.

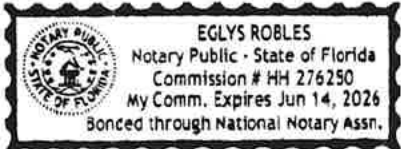
[Handwritten Signature]
Applicant Signature

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 19th day of November, 2024 (year), by

Kevin Kitto (name of the person making statement).

[Handwritten Signature]
Signature of Notary Public - State of Florida



Print, Type, or Stamp the Name of the Notary Personally Known [X] OR Produced Identification



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TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION

Board, Committee, or Seat Desired: Seat #2

Name: Pugh Aletha Delonda  
(Last) (First) (Middle)

Address: (Home) 1367 Swan Lake Cir  
Dundee, FL 33838

Phone: (Home) (813) 254-8017 (Work) HC (813) 421-9938 / FSW (239) 489-9308  
(Email) Alethepugh@outlook.com HC(alethepugh@haines-city.com) alethepugh@fsw.edu

Employer: City of Haines City / Florida Southwestern State College

Position: CRA Project Coordinator / Professor, Comp. Science Years/Months: HC (1 mo) FSW (6 yrs)

**Please answer the following:**

**Check (✓) one:**

Are you a resident of the Town of Dundee?

Yes  No

Are you a registered voter?

Yes  No

Have you reviewed the qualification requirements to serve on the Town Commission?

Yes  No

Have you reviewed financial disclosure requirements?

Yes  No

Have you reviewed and submitted an Appointment Oath?

Yes  No

Have you ever served on a Town Board/Committee?

Yes  No

- If yes, when and which Board(s)/Committee(s)?

Town of Dundee Visioning Committee  
2024-Current

Are you a Town of Dundee employee?

Yes  No

How long have you lived in Dundee?

Years/Months: 3 yrs / 7 mos

Please state your reason for wanting to serve on this Board/Committee/Commission Seat.

(A) See attached - exhibit

Describe your background and qualifications for the Board/Committee/Commission Seat for which you seek appointment?

(B) See attached - exhibit

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board/Committee/Commission Seat to which you seek appointment?:

N/A

REFERENCES:

Name	Address	Phone
Horace West	[REDACTED]	
Morris West		
Jane Murphy		

Florida Statute 166.0442 permits local governments to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically:

*Althea P. [Signature]*

Date 11/12/24

2). To elect submission via email with no signature, click here:



PLEASE EMAIL, MAIL, or DROP OFF THE COMPLETED APPLICATION TO:

Lita O'Neill, Town Clerk  
Town of Dundee  
202 East Main Street ♦ Dundee, FL 33838  
Office: 863.438-8330 ext. 258  
loneill@townofdundee.com

## TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION – SEAT#2

Item 4.

November 12, 2024

APPLICANT: ALETHEA D. PUGH



1367 SWAN LAKE CIR, DUNDEE, FL 33838  
(863) 254-8017

**STATEMENT A:**

PLEASE STATE THE REASON FOR WANTING TO SERVE ON THIS BOARD/COMMITTEE/COMMISSION SEAT.

I believe that public service is essential for community growth and stability. Our community needs leaders who are agile learners, who are eager to pick up new ways of doing business or delivering services. We need leaders who support the administration to improve outcomes. Providing service to my community, supporting the commission and administration are at the forefront of my pursuit for public office and Seat#2 in the Town of Dundee.

I have endeavored to pursue city government for over 14 years. As a young politician in 2010, I committed to preserving quality of life for residents and taxpayers and to help bring economic development to the forefront. Providing a progressive, environmentally concerned perspective is my goal and to do so, I pursue Seat #2 on this Commission.

Specific objectives are support for vulnerable populations such as our homeless residents, approaching the needs of all residents and communities, infrastructure improvements on roads and drainage, government accountability, capital improvements, planning and zoning, and youth programs.

**STATEMENT B:**

DESCRIBE YOUR BACKGROUND AND QUALIFICATIONS FOR THE BOARD/COMMITTEE/COMMISSION SEAT FOR WHICH YOU SEEK APPOINTMENT.

- Knowledge of legislative policy that affects the town and its charter
- Background in construction and insurance industry with State Farm Insurance Company -5 years as commercial business underwriting
- 5-years engineering expertise to understand infrastructure and building
- Background in Community Redevelopment and Urban Planning
- Currently enrolled in my second master's program in Public Administration with a concentration in Urban Planning – to be completed in early 2026
- The ability to stay current with community issues and provide specific context in yielding results
- 10 years experience in community outreach and bringing residents together for common goals
- 24- years experience as a business owner in Polk County
- Knowledge of public safety and best practices
- Experience in Data analysis

Humanity is our ultimate community, and everyone deserves grace and opportunity to thrive and flourish.





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**TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION**

**Board, Committee, or Seat Desired:**

**Name:** Reuter Jacob Charles  
 (Last) (First) (Middle)

**Address:** (Home) 195 MLK Jr Street, Dundee, FL 33838

**Phone:** (Email) JReuter232@gmail.com  
 (Home) 863-325-6662 (Work)

**Employer:** Viking Lawn Care

**Position:** Owner Years/Months: 10 + Years

**Please answer the following:**

Are you a resident of the Town of Dundee?

**Check (✓) one:**

Yes  No

Are you a registered voter?

Yes  No

Have you reviewed the qualification requirements to serve on the Town Commission?

Yes  No

Have you reviewed financial disclosure requirements?

Yes  No

Have you reviewed and submitted an Appointment Oath?

Yes  No

Have you ever served on a Town Board/Committee?

Yes  No

- If yes, when and which Board(s)/Committee(s)?

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

Are you a Town of Dundee employee?

Yes  No

How long have you lived in Dundee?

Years/Months: 5 + Years



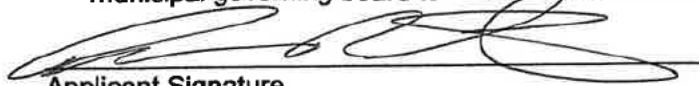
RECEIVED NOV 27 2024

**TOWN OF DUNDEE  
APPOINTMENT OATH**

**STATE OF FLORIDA  
COUNTY OF POLK**

BEFORE ME, I personally appeared to the below notary and swear or affirm that the following information is true and correct.

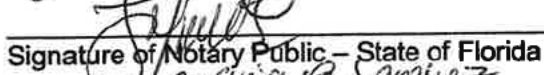
1. I am qualifying to become a candidate for consideration for the office of Town Commissioner for an at-large Seat #2 in the Town of Dundee vacancy appointment.
2. I have resided within the Town of Dundee municipal limits for not less than one (1) full calendar year immediately preceding the date of 80 Box 1471, Dundee Road, Dundee 33638
3. My legal address is 195 MLK JR Street, Dundee, FL 33638, which is located within the municipal boundaries of the Town of Dundee, Florida and I understand that I must maintain a legal residence within the municipal limits to be eligible to hold the office of city commissioner.
4. I am a registered elector of the Town of Dundee, Florida.
5. I am qualified under the Constitution and the Laws of the State of Florida to hold office to which I desire to be appointed. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned to run from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.
6. I agree to qualify and to serve in such office for which I am appointed.
7. I acknowledge that, during the 2023 legislative session, Senate Bill 774 (SB 774) was passed and thereafter codified at Laws of Florida 2023-09, amending §112.3144, Florida Statutes (2023), changing the financial disclosure requirements for all elected members of the municipal governing board to file the Form 6 Financial Disclosure.

  
Applicant Signature

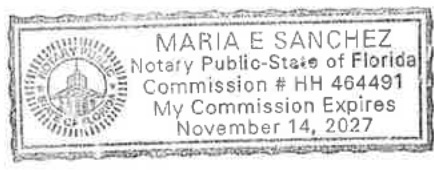
**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 19th day of November, 2024 (year), by

Jacob Reuter (name of the person making statement).

  
Signature of Notary Public - State of Florida

Print, Type, or Stamp the Name of the Notary Personally Known \_\_\_\_\_ OR Produced Identification  FL Driver License



Please state your reason for wanting to serve on this Board/Committee/Commission Seat.

I have a desire to help out the Community and to do whatever I can to help it flourish.

Describe your background and qualifications for the Board/Committee/Commission Seat for which you seek appointment?

I was in a military intelligence role in the Army National Guard and then transitioned to the owner/operator of a lawn care / landscaping company that currently employs over 20 employees and services over 200 accounts.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board/Committee/Commission Seat to which you seek appointment?:

NO

REFERENCES:

Name	Address	Phone
(Pastor) Tim Clark	[Redacted]	[Redacted]
(Friend) Jason Smith		
(Pastor) Jeff Connor		
(Pastor) Jason Hughes		

Florida Statute 166.0442 permits local governments to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: [Signature] Date 11/15/24

2). To elect submission via email with no signature, click here: [ ] [ ]

PLEASE EMAIL, MAIL, or DROP OFF THE COMPLETED APPLICATION TO: Lita O'Neill, Town Clerk, Town of Dundee, 202 East Main Street ♦ Dundee, FL 33838, Office: 863.438-8330 ext. 258



RECEIVED NOV 27 2024  
~~RECEIVED DEC 02 2024~~



**TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION**

**Board, Committee, or Seat Desired:**

**Name:** Wilson Annette —  
 (Last) (First) (Middle)

**Address:** (Home) 408 Dr. MLK Sr.  
Dundee, Fla. 33838

**Phone:** (Email) Annettwilson68@gmail.com  
 (Home) (863) 804-9722 (Work) (863) 439-8818

**Employer:** Dundee Citrus Growers

**Position:** Call Center Clerk & Trainer Years/Months: 8 yrs.

**Please answer the following:**

**Check (✓) one:**

Are you a resident of the Town of Dundee?

Yes  No

Are you a registered voter?

Yes  No

Have you reviewed the qualification requirements to serve on the Town Commission?

Yes  No

Have you reviewed financial disclosure requirements?

Yes  No

Have you reviewed and submitted an Appointment Oath?

Yes  No

Have you ever served on a Town Board/Committee?

Yes  No

- If yes, when and which Board(s)/Committee(s)?

Planning & Zoning Board

Are you a Town of Dundee employee?

Yes  No

How long have you lived in Dundee?

Years/Months: 51 yrs. 8 months

Please state your reason for wanting to serve on this Board/Committee/Commission Seat.

I have been a resident of the Town of Dundee for 50 plus years. I have witnessed tremendous growth in the population, ~~but~~ the demands of that population growth needs to be met.

I want to play a bigger role in serving the community. I believe I can make a difference in helping build the

Describe your background and qualifications for the Board/Committee/Commission Seat for which you seek appointment?

1. Center Director for Migrant Headstart program for 21 years. Degree in Early Childhood Management from Polk State College. Been a member of the Planning and Zoning Board for the Town of Dundee for the past 10 or more years. Actively participation in town meetings.

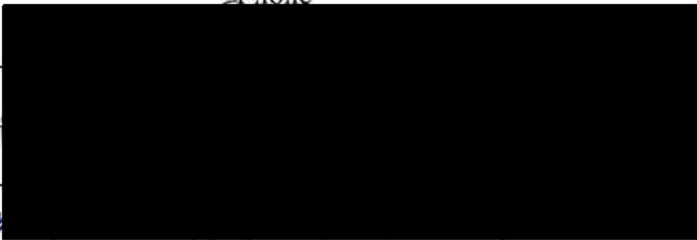
The future of the town of Dundee.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board/Committee/Commission Seat to which you seek appointment?:

None

REFERENCES:

Name	Address	Phone
Dorothy Fasan / Smedley		
Ammy Heggs		
Danielle D. Smith	P.O. Box 365	
Burnette		



Florida Statute 166.0442 permits local governments to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically:

*[Handwritten Signature]*

Date 11/27/2024

2). To elect submission via email with no signature, click here:

SUBMIT

PLEASE EMAIL, MAIL, or DROP OFF THE COMPLETED APPLICATION TO:

Lita O'Neill, Town Clerk  
Town of Dundee  
202 East Main Street ♦ Dundee, FL 33838  
Office: 863.438-8330 ext. 258  
loneill@townofdundee.com



RECEIVED NOV 27 2024  
~~RECEIVED DEC 02 2024~~

**TOWN OF DUNDEE  
APPOINTMENT OATH**

**STATE OF FLORIDA  
COUNTY OF POLK**

BEFORE ME, I personally appeared to the below notary and swear or affirm that the following information is true and correct.

1. I am qualifying to become a candidate for consideration for the office of Town Commissioner for an at-large Seat #2 in the Town of Dundee vacancy appointment.
2. I have resided within the Town of Dundee municipal limits for not less than one (1) full calendar year immediately preceding the date of \_\_\_\_\_
3. My legal address is 409 Dr. MLK St., which is located within the municipal boundaries of the Town of Dundee, Florida and I understand that I must maintain a legal residence within the municipal limits to be eligible to hold the office of city commissioner.
4. I am a registered elector of the Town of Dundee, Florida.
5. I am qualified under the Constitution and the Laws of the State of Florida to hold office to which I desire to be appointed. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned to run from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.
6. I agree to qualify and to serve in such office for which I am appointed.
7. I acknowledge that, during the 2023 legislative session, Senate Bill 774 (SB 774) was passed and thereafter codified at Laws of Florida 2023-09, amending §112.3144, Florida Statutes (2023), changing the financial disclosure requirements for all elected members of the municipal governing board to file the Form 6 Financial Disclosure.

[Handwritten Signature]  
Applicant Signature

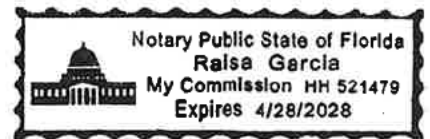
**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 27 day of November, 2024 (year), by

Annette Wilson (name of the person making statement).

[Handwritten Signature]  
Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary  
Personally Known \_\_\_\_\_ OR Produced Identification X



WASHINGTON STATE  
MAY 14 1968

OFFICE OF THE  
GOVERNOR  
STATE OF WASHINGTON  
SPRINGFIELD



# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

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**AGENDA ITEM TITLE:** **DISCUSSION & ACTION, NORTHEAST POLK CHAMBER OF COMMERCE PRESENTATION**

**SUBJECT:** The NE Polk Chamber of Commerce presented membership information at the November Town Commission meeting. The Commission will consider becoming a member organization.

**STAFF ANALYSIS:** The mission of the Northeast Polk Chamber of Commerce is to grow a sustainable, first-class community. Their mission is enhanced through proactive leadership and partnerships throughout the Northeast Polk County Region. The Northeast Polk Chamber of Commerce is a non-profit business financed by Membership dues with the purpose of serving the NE Polk County Region.

**FISCAL IMPACT:** \$667.00 annually

**STAFF RECOMMENDATION:** At the will of the Commission

**ATTACHMENTS:** None

**Membership Application**

Name of Company Name of Owner/General Manager:

\_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address

\_\_\_\_\_

Billing Address:

\_\_\_\_\_ Website \_\_\_\_\_

(If different from above)

Business Category(s): \_\_\_\_\_

(Listing in Membership Directory)

**Annual Investment Schedule**

- Silver Angels: 65yrs+  
must be retired; Own no business:..... \$75.00
- Up to 5 Employees.....\$220.00
- 6-15 Employees.....\$429.00
- 16-30 Employees .....\$467.00
- 31-50 Employees.....\$649.00
- 51-75 Employees.....\$742.00
- 76-100 Employees .....\$825.00
- Over 100 Employees .....\$1,100.00
- Hotel, Lodging.....\$550.00
- Public Utilities & Banks.....\$1,100.00
- Non-Profit w/employees (number of employee rate  
w/ 10% discount
- Non-Profit w/ NO Employees/Public School or  
Church/ or Individual Realtor .....\$165.00

**We also offer our Chairman's Circle Tiers that might be more beneficial for your company's needs. Please contact us so that we can structure a package for you.**

*\$ 667.80*  
↑

Register and pay online at [northeastpolkchamber.com](http://northeastpolkchamber.com) or call the Chamber office at 863-422-3751



The Front Door to the Northeast Polk Area

Item 5.

*Open for Business*  
Monday - Friday 9 a.m. - 4 p.m.



## Chamber Members

**FREE for New & Renewing Members:** Being a Chamber Member provides valuable benefits and services that far outweigh your annual dues.

Partnering with the Chamber will provide you with beneficial tools including:

- New Member Recognition in E-newsletter, Website & Social media
- Ribbon Cuttings for Members
- Recognition on [www.northeastpolkchamber.com](http://www.northeastpolkchamber.com)
- Excel list provided for a direct mail campaign of Members/Contact list
- Web page hosted by the Chamber w/support
- Google search Optimization & Statistics Tracking
- Monthly Networking Opportunities, Partner Lunches, & Events throughout the year
- Monthly Business After Hours/Morning Mix and Mingles
- Display Marketing Material in Chamber Lobby
- Referrals from Inquiries
- Annual Business Directory Listing
- Link to your Website from Chamber Listing
- Membership decal endorsing you as a Chamber Member
- Social Media Advertising
- FREE Professional Development Workshops
- FREE Notary Services (Members Only—exclusions apply)

**Chamber Members get access to...**

- Networking:** One of the best forms of advertising is still word of mouth. This starts with in-person networking.
- Community Support:** Members support members. As a Member, you also support our local communities with your Membership contribution.
- Promotion:** Your announcements, special, job openings, and more are shared on our website, via our email, and on our social media platforms.
- Resources:** We share information and updates for helpful resources. We also provide resource information upon request.
- Endless Fun Events:** We host monthly events, annual events, and more. There is an event for everyone, and they provide great networking and advertising opportunities.

And so much more!  
Contact us today, and let's grow together.

[www.northeastpolkchamber.com](http://www.northeastpolkchamber.com)  
[info@northeastpolkchamber.com](mailto:info@northeastpolkchamber.com)  
953-422-3751

### Executive Director's Message

Your Chamber is the front door to the community. We are here to serve the residents, businesses and visitors of the Northeast Polk County Area. Our mission is to enhance the quality of life while working to ensure the future prosperity of our community through a unified voice and proactive service. It is my pleasure to welcome you to our community. Please stop by and say hello sometime!

Lana Stripling, Executive Director

For more information contact:

Executive Director Lana Stripling: [lane.stripling@northeastpolkchamber.com](mailto:lane.stripling@northeastpolkchamber.com)  
 Communications Edee Feliciano: [edee.feliciano@northeastpolkchamber.com](mailto:edee.feliciano@northeastpolkchamber.com)  
 General Info—[info@northeastpolkchamber.com](mailto:info@northeastpolkchamber.com)

## Endless Networking Opportunities



Ribbon Cuttings



Business After Hours



Lunch & Learns



Monthly Luncheons

## Adult Leadership Program Item 5.



The Leadership program brings together current and emerging leaders from Northeast Polk County with the charge of developing a network of informed, proactive, talented and resourceful leaders to constantly improve our community's quality of life.

## Youth Leadership Program

The Youth Leadership Program educates 11th grade students about the various components that make up a healthy community. During the program students participate in a Leadership Experience, where they meet and interview key business and community leaders.



## Join us at our Annual Events!



Pig Roast & Political Mingle

Annual Banquet



Golf Tournament



# TOWN COMMISSION MEETING

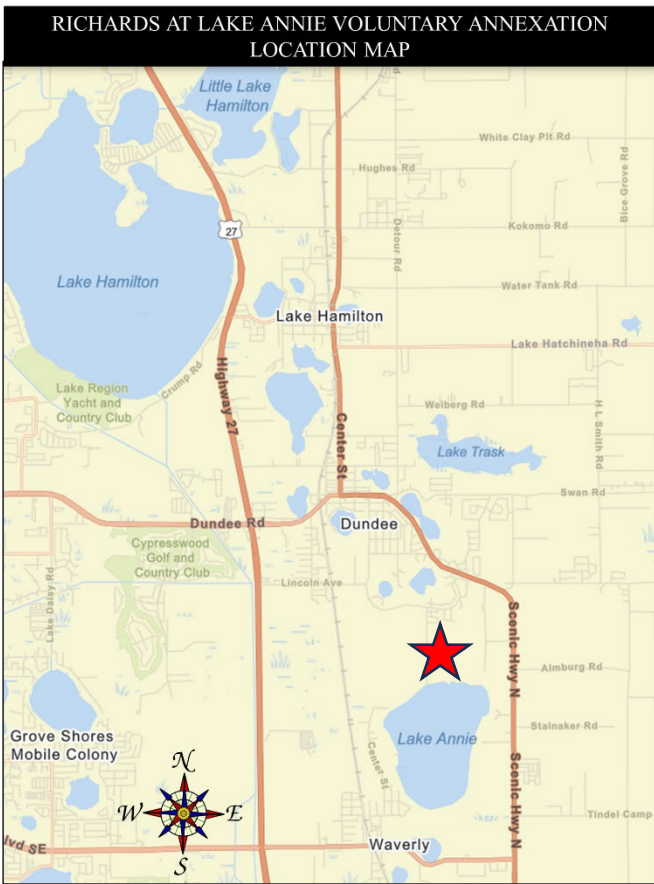
## December 10, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** Ordinance 24-11, Richards at Lake Annie Voluntary Annexation
- SUBJECT:** The Town Commission will hear the 2nd reading of Ordinance 24-11
- STAFF ANALYSIS:** The general location of the proposed land to be annexed is south of Camp Endeavor Blvd., west of Scenic Hwy. N (S.R. 17), east of Hwy. 27, and north of Waverly Rd. and consists of three parcels: 272834-830000-000353, 272834-853000-000353, and 272834-853000-000410. The proposed area consists of approximately 67.8 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 24-11 on 2<sup>nd</sup> reading, the public hearing of Ordinance 24-11. Public hearing date is December 10, 2024.
- ATTACHMENTS:** Staff Report  
Ordinance 24-11



# Town of Dundee Town Commission Staff Report Richards at Lake Annie Voluntary Annexation

<b>To:</b>	Town of Dundee Town Commission
<b>Agenda Date:</b>	December 10, 2024
<b>Department:</b>	Planning and Zoning
<b>Request:</b>	The Town will consider first reading of Ordinance 24-11 Richards at Lake Annie Voluntary Annexation
<b>Applicant:</b>	Benjamin E. Crosby
<b>Property Owner:</b>	Richards Restaurants, Inc
<b>Location:</b>	Located in the Town of Dundee
<b>Area Size &amp; Parcel Number(s)</b>	67.8 +/- acres, 272834-830000-000353, 272834-853000-000353, and 272834-853000-000410
<b>Staff Recommendation (DRC):</b>	Approval to move forward to second reading
<b>Prepared By:</b>	Lorraine Peterson, Development Director



Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

**STAFF ANALYSIS:**

The Town of Dundee has received a petition for voluntary annexation by the applicant Benjamin E. Crosby. and owner Richards Restaurants, Inc.

The general location of the proposed land to be annexed is south of Camp Endeavor Blvd., west of Scenic Hwy. N (S.R. 17), east of Hwy. 27, and north of Waverly Rd. and consists of three parcels: 272834-830000-000353, 272834-853000-000353, and 272834-853000-000410. The proposed area consists of approximately 67.8 +/- acres.

The proposed Ordinance 24-11 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on December 10, 2024.

**CONCURRENCY:**

Potable Water-

- There is an 8” water main on the westside of AT Race Road (0.37 miles north)
- The Town of Dundee will be the service provider.
- The Town of Dundee will be the service provider

Sanitary Sewer-

- There is an 8” gravity main on the westside of AT Race Road (0.37 miles north)
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

Solid Waste-

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

Parks, Recreation and Open Spaces-

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
  - Three 200 foot and one 300-foot lit baseball fields
  - Basketball court
  - Racquetball court

Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

- Football/Soccer fields
- Two sand volleyball courts
- Five horseshoe pits
- Seven small picnic pavilions
- Nearly mile long jogging and walking trail with 14 fitness stations
- Four press boxes
- Seating for 200
- Two playgrounds with rubberized surfaces

Roads-

- Campbell Road  
-local road, urban minor collector road, unpaved
- AT Race Road  
-local road, urban minor collector, unpaved road,
- Scenic Hwy. (S.R. 17)  
-state road, urban collector, current LOS B, paved road, 30'wide road, link (Waverly Rd to Main St. @ Center St 5206N and 5206S)  
- Available peak hour capacity is 640 going north and 640going south.

Sources: 2022 Roadway Network Database-TPO and TOD Townwide Traffic Analysis  
All concurrency must be met during the site development plan process

Town of Dundee  
 Town Commission Staff Report  
 Richards at Lake Annie Voluntary Annexation

**SURROUNDING USES:**

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

Table 1 Surrounding Uses

<b>Northwest Town of Dundee</b> FLU: Low Density Residential Zoning: RSF-2 Modern-Density Single Family Residential	<b>North Town of Dundee</b> FLU: Low Density Residential Zoning: RSF-2 Modern- Density Single Family Residential	<b>Northeast Town of Dundee</b> FLU: Low Density Residential Zoning: RSF-1 Low Density Single Family Residential
<b>West Polk County</b> FLU: A/RR (Agricultural Rural Residential Single Family Home	<b>Subject Site Polk County</b> FLU: A/RR (Agricultural Rural Residential)	<b>East Polk County</b> FLU: A/RR (Agricultural Rural Residential) Single Family Home
<b>Southwest Town of Dundee</b> FLU: Water Bodies Zoning: Water Bodies Lake Annie	<b>South Town of Dundee</b> FLU: Water Bodies Zoning: Water Bodies Lake Annie	<b>Southeast Town of Dundee</b> FLU: Water Bodies Zoning: Water Bodies Lake Annie

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

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 24-11 to move on to second reading the public hearing of Ordinance 24-11.

Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

**Attachments:**

Ordinance 24-11

**MOTION OPTIONS:**

1. I move the Town Commission **approve Ordinance 24-11 at second reading/public hearing**, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby.
2. I move the Town Commission **approve with conditions Ordinance 24-11 at second reading/public hearing**, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby.
3. I move the Town Commission **deny Ordinance 24-11 at second reading/public hearing**, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby.

Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

**Ordinance 24-11**

Ordinance No. 24-11  
Richard's Restaurant, Inc.



**ORDINANCE NO. 24-11**

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

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

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

Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

Town of Dundee  
Ordinance No. 24-11  
Richard's Restaurant, Inc.

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

**WHEREAS**, pursuant to the Moratorium and legislative findings, which constitute a material basis for the Town's adoption of the Moratorium, the purpose of the Moratorium is to implement a temporary cessation on the acceptance and processing of applications for *residential development orders* and *residential development permits* for real property located within the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, on or about February 23, 2024, pursuant to Section 171.044, Florida Statutes (2024), the owner/applicant, **Richards Restaurants, Inc.**, an active Indiana corporation authorized to transact business in the State of Florida, submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida; and

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

**WHEREAS**, pursuant to the *Articles of Incorporation of Richards Restaurants, Inc.* (the "Articles"), **Richards Restaurants, Inc.**, is formed for the purpose of engaging in the business of human food consumption, both wholesale and retail, and the operation and management of restaurants and/or any interest therein, amongst others; and

**WHEREAS**, copies of the State of Florida, Division of Corporations, Detail by Entity Name for Richards Restaurants, Inc., and the Articles are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

**WHEREAS**, pursuant to the terms and conditions set forth in the Moratorium, the Moratorium does not apply to any development in the *General Retail Commercial (CC)*, *Highway Commercial (CH)*, and *Service Commercial (CS)* zoning districts; and

**WHEREAS**, on January 25, 2022, the Town entered into that certain *Agreement For Transfer of Public Roads between The Town of Dundee, Florida and Polk County, Florida For Campbell Road From The North Boundary of The County Boat Ramp Property North to Camp Endeavor Boulevard in Dundee, Florida* (the "ROW Agreement"); and

**WHEREAS**, pursuant to the ROW Agreement and applicable County Deed, Polk County retained ownership of a portion of Campbell Road in order to ensure uninterrupted access to the boat ramp located immediately adjacent to the real property which is the subject of this Ordinance; and

Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

Town of Dundee  
Ordinance No. 24-11  
Richard's Restaurant, Inc.

**WHEREAS**, copies of the ROW Agreement and applicable County Deed are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

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

**WHEREAS**, on December 10, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 24-11**; and

**WHEREAS**, on December 10, 2024, the Town Commission, at a duly notice public meeting, found that the approval of this **Ordinance No. 24-11** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 24-11** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 24-11** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

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

**Section 2. Voluntary Annexation Petition.**

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



Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

Town of Dundee  
Ordinance No. 24-11  
Richard's Restaurant, Inc.

**Section 3. Annexation.**

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

This **Ordinance No. 24-11** shall be subject to that certain *Agreement For Transfer of Public Roads between The Town of Dundee, Florida and Polk County, Florida For Campbell Road From The North Boundary of The County Boat Ramp Property North to Camp Endeavor Boulevard in Dundee, Florida*, and applicable County Deed (collectively referred to as the "ROW Agreement") which are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference.

As a condition of approval for this **Ordinance No. 24-11**, the owner/applicant, **Richards Restaurants, Inc.**, an active Indiana corporation authorized to transact business in the State of Florida, and any and all assignees and/or successors-in-interest to same shall perform any further act(s) necessary to ensure uninterrupted access to the Boat Ramp Property which is depicted and identified in the ROW Agreement (see **Composite Exhibit "C"**).

**Section 4. Conflicts.**

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

**Section 5. Severability.**

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

Town of Dundee  
Town Commission Staff Report  
Richards at Lake Annie Voluntary Annexation

Town of Dundee  
Ordinance No. 24-11  
Richard's Restaurant, Inc.

of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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

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

Pursuant to Section 171.044, Florida Statutes (2024), within seven (7) days after this Ordinance No. 24-11 is passed and adopted by the Town Commission, copies of this Ordinance No. 24-11 shall be filed with the Clerk of the Circuit Court in and for Polk County, Florida; Polk County, a political subdivision organized and existing under the laws of the State of Florida; and the Department of State. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 7. Business Impact Estimate.**

On October 1, 2023, Senate Bill 170 ("SB 170"), Chapter 2023-309, Laws of Florida, was enacted amending Section 186.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 186.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 183, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under Chapter 2024-145, Laws of Florida, becomes effective and further amends Section 186.041, Fla. Stat. (2023), by creating express exclusion(s) for *comprehensive plan* and *land development regulation amendments* initiated by an application by a private party other than the municipality.

In this instance, this Ordinance is enacted pursuant to an applicant-initiated request to amend the corporate limits of the Town of Dundee, Florida for municipal ordinances enacted to implement *development orders* and *development permits*, as defined by Section 183.3164, Florida Statutes (2024) and certain amendments to the Town of Dundee 2030 Comprehensive Plan which are *applicant-initiated*.

Town of Dundee  
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Town of Dundee  
Ordinance No. 24-11  
Richard's Restaurant, Inc.

In this instance, **Ordinance No. 24-11** arises out of an *applicant-initiated* request for voluntary annexation of certain real property into the corporate limits of the Town of Dundee, Florida. **Ordinance No. 24-11** is an official action of the Town Commission which enables the Town to issue development approval(s) and permit(s) for the development of the subject real property; and, at the same time, **Ordinance No. 24-11** operates to amend the legal description for the Town's corporate limits and Future Land Use Map (FLUM) element of the Town of Dundee 2030 Comprehensive Plan. As such, pursuant to applicable Florida law, this **Ordinance No. 24-11** is exempt and does not require a business impact estimate.

**Section 8. Effective Date.**

This **Ordinance No. 24-11** shall become effective upon passage by the Town Commission of the Town of Dundee, Florida, immediately following second reading and adoption public hearing.

**INTRODUCED AND PASSED**, on First Reading, with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 12<sup>th</sup> day of November, 2024.

**PASSED AND DULY ADOPTED**, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10<sup>th</sup> day of December, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
MAYOR – Sam Pennant

Attest:

\_\_\_\_\_  
TOWN CLERK – Lita O'Neill

Approved as to Form:

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

*Space for Recording*

### ORDINANCE NO. 24-11

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

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

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

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

**WHEREAS**, pursuant to the Moratorium and legislative findings, which constitute a material basis for the Town's adoption of the Moratorium, the purpose of the Moratorium is to implement a temporary cessation on the acceptance and processing of applications for *residential development orders* and *residential development permits* for real property located within the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, on or about February 23, 2024, pursuant to Section 171.044, Florida Statutes (2024), the owner/applicant, **Richards Restaurants, Inc.**, an active Indiana corporation authorized to transact business in the State of Florida, submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida; and

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

**WHEREAS**, pursuant to the *Articles of Incorporation of Richards Restaurants, Inc.* (the "Articles"), **Richards Restaurants, Inc.**, is formed for the purpose of engaging in the business of human food consumption, both wholesale and retail, and the operation and management of restaurants and/or any interest therein, amongst others; and

**WHEREAS**, copies of the State of Florida, Division of Corporations, Detail by Entity Name for Richards Restaurants, Inc., and the Articles are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

**WHEREAS**, pursuant to the terms and conditions set forth in the Moratorium, the Moratorium does not apply to *any* development in the *General Retail Commercial (CC)*, *Highway Commercial (CH)*, and *Service Commercial (CS)* zoning districts; and

**WHEREAS**, on January 25, 2022, the Town entered into that certain *Agreement For Transfer of Public Roads between The Town of Dundee, Florida and Polk County, Florida For Campbell Road From The North Boundary of The County Boat Ramp Property North to Camp Endeavor Boulevard in Dundee, Florida* (the "ROW Agreement"); and

**WHEREAS**, pursuant to the ROW Agreement and applicable County Deed, Polk County retained ownership of a portion of Campbell Road in order to ensure uninterrupted access to the boat ramp located immediately adjacent to the real property which is the subject of this Ordinance; and

**WHEREAS**, copies of the ROW Agreement and applicable County Deed are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference; and

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

**WHEREAS**, on December 10, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 24-11**; and

**WHEREAS**, on December 10, 2024, the Town Commission, at a duly notice public meeting, found that the approval of this **Ordinance No. 24-11** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 24-11** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 24-11** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

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

**Section 2. Voluntary Annexation Petition.**

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

**Section 3. Annexation.**

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

This **Ordinance No. 24-11** shall be subject to that certain *Agreement For Transfer of Public Roads between The Town of Dundee, Florida and Polk County, Florida For Campbell Road From The North Boundary of The County Boat Ramp Property North to Camp Endeavor Boulevard in Dundee, Florida*, and applicable County Deed (collectively referred to as the “ROW Agreement”) which are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference.

As a condition of approval for this **Ordinance No. 24-11**, the owner/applicant, **Richards Restaurants, Inc.**, an active Indiana corporation authorized to transact business in the State of Florida, and any and all assignees and/or successors-in-interest to same shall perform any further act(s) necessary to ensure uninterrupted access to the Boat Ramp Property which is depicted and identified in the ROW Agreement (see **Composite Exhibit “C”**).

**Section 4. Conflicts.**

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

**Section 5. Severability.**

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

of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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

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

Pursuant to Section 171.044, Florida Statutes (2024), within seven (7) days after this **Ordinance No. 24-11** is passed and adopted by the Town Commission, copies of this **Ordinance No. 24-11** shall be filed with the Clerk of the Circuit Court in and for Polk County, Florida; Polk County, a pollical subdivision organized and existing under the laws of the State of Florida; and the Department of State. The City Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 7. Business Impact Estimate.**

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

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

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



In this instance, **Ordinance No. 24-11** arises out of an *applicant-initiated* request for voluntary annexation of certain real property into the corporate limits of the Town of Dundee, Florida. **Ordinance No. 24-11** is an official action of the Town Commission which enables the Town to issue development approval(s) and permit(s) for the development of the subject real property; and, at the same time, **Ordinance No. 24-11** operates to amend the legal description for the Town's corporate limits and Future Land Use Map (FLUM) element of the Town of Dundee 2030 Comprehensive Plan. As such, pursuant to applicable Florida law, this **Ordinance No. 24-11** is exempt and does not require a business impact estimate.

**Section 8. Effective Date.**

This **Ordinance No. 24-11** shall become effective upon passage by the Town Commission of the Town of Dundee, Florida, immediately following second reading and adoption public hearing.

**INTRODUCED AND PASSED**, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 12<sup>th</sup> day of November, 2024.

**PASSED AND DULY ADOPTED**, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10<sup>th</sup> day of December, 2024.

**TOWN OF DUNDEE**

\_\_\_\_\_  
MAYOR – Sam Pennant

Attest:

\_\_\_\_\_  
TOWN CLERK – Lita O'Neill

Approved as to Form:

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



## Town of Dundee

### Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project name should be based on the ownership of the property. This name will be used for companion Future Land Use and Zoning applications.

#### SITE INFORMATION

Project Name: \_\_\_\_\_

Parcel I.D.#: 27-28-34-853000-000353, 27-28-34-853000-000391, 27-28-34-853000-000410

Site Address or General Location: 0 SCENIC HWY N

Present Use of the Property: Citrus Grove

Existing Structures Located on the Site: Pole Barn

Total Acreage: 67.5 Number of Residents on Site: 0

Legal Description of the Property: \_\_\_\_\_

#### PROPERTY OWNER:

Name: Richards Restaurants, Inc

Mailing Address: 8341 N 400 E

City: BRYANT State: IN Zip: 47326-9003

Home/Mobile Phone: 260-997-6823 Email Address: C.loy@richardsrestaurants.com

#### APPLICANT/AGENT:

Name: Benjamin E Crosby

Mailing Address: 141 5th St NW Ste 202

City: Winter Haven State: FL Zip: 33881

Home/Mobile Phone: 863-412-8977 Office: 863 293 5600

Email Address: ben@crosbydirt.com

Applicant is:  Owner  Agent/Representative  Purchaser  Lessee

Date Application Accepted by Town: _____
Project ID Number: _____
Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



# Town of Dundee

## Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

### STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

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

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

Donald Strong  
Signature of Owner

Donald Strong /  
Printed Name/Title of Owner

\_\_\_\_\_  
Signature of Owner

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

### OWNERS

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name/Title of Owner

\_\_\_\_\_  
Signature of Owner

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

STATE OF ~~FLORIDA~~ Indiana  
COUNTY OF ~~POLK~~ Adams

### OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of February, 2024, by, as, on its behalf, who is personally known to me or who has produced IN Drivers license as identification.

VANESSA M MAYER  
NOTARY PUBLIC  
Seal  
State of Indiana  
Commission Number NP0741526  
Commission Expires 06/31/2030

Notary Public, State of Florida Indiana

Vanessa Mayer  
Printed Name

My commission expires: 5/31/2030

Vanessa Mayer



# Town of Dundee

## Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

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

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

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

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

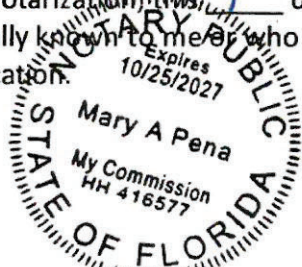
<u>[Signature]</u>	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
<u>Benjamin Crosby</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA

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

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 1 day of March, 2024, by, as, on its behalf, who is personally known to me or who has produced FLDL as identification.



Notary Public, State of Florida

Mary A. Pena Mary A. Peña  
Printed Name

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



# Town of Dundee

## Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

### FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: DON STRONG Title: President

Company: RICHARDS RESTAURANTS, INC., AN INDIANA CORPORATION

Company Address: 8341 N. 400 E, BRYANT, IN 47326-9003

City/State/Zip Code: BRYANT, IN 47326-9003

Telephone Number: 260 997 6823

Email Address: C.LOY@RICHARDSRESTAURANTS.COM

I hereby certify that all information contained herein is true and correct.

1. Signed this 6<sup>th</sup> day of FEB, 2024.

Donell Strong  
Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 23<sup>rd</sup> day of February, 2024, by, as, on its behalf, who is personally known to me or who has produced IN Drivers License as identification.

VANESSA M MAYER  
NOTARY PUBLIC  
Seal  
State of Indiana  
Commission Number NP0741526  
Commission Expires 05/31/2030

Vanessa Mayer  
Notary Public, State of Florida Indiana

Vanessa Mayer  
Printed Name

My commission expires: 5/31/2030



# Voluntary Annexation Application Checklist

Requirements as set out in Florida Statutes 171.044

All boxes must be checked or noted as non-applicable. Information indicated must be attached and submitted with this form or the application will be deemed incomplete. The voluntary annexation application and supporting documents must be submitted in digital format and hard copies.

### What is this checklist?

- This checklist is based on Florida Statutes and Town of Dundee requirements and is being provided as a courtesy to help streamline the application review process.
- Plans and other submitted materials will be reviewed for compliance with requirements of the Town of Dundee Code of Ordinances and Land Development Code. This checklist is intended to give you the ability to be sure that the bulk of the requirements from the Codes have been incorporated into your submittal.
- The requirements from the Codes represent a large portion of the detailed content required for project submittals.

### How should this checklist be used?

- *As a content guide.* Submitted applications must address each item in the Codes, as applicable to your project. You can smooth and shorten the review process by making sure that every item on the checklist has been fully addressed.
- *As a verification document.* When you submit your application, include a copy of the completed checklist with every item either initialed to indicate that it has been addressed in the design, or marked "N/A" to indicate the item is not applicable to your project.
- *As a means to speed up the review process.* Projects with completed checklists are easier to review and completion of the review may be achieved sooner.

**NOTE: Town of Dundee requirements may differ from other agencies or municipalities. The way you as an applicant have addressed certain issues in the past or in other jurisdictions may not apply in Dundee. The Codes contain Dundee's requirements, and are the Town's rulebook.**

*Please initial each item on the following pages to show it has been incorporated into your submittal. If an item is not applicable to your submittal, enter "N/A" in the initial blank. Sign below to state that you have provided the information in your submittal and submit the initialed and signed checklist as part of your resubmittal package:*

I have reviewed the Voluntary Annexation Application and supporting materials consistent with the Town of Dundee's Content Requirements Checklist and have provided the required items.

BENJAMIN E. CROSBY  
Applicant

\_\_\_\_\_  
Date



## Voluntary Annexation Application Checklist

The following items are required for a submittal package to be accepted for review. Applicant to initial or write N/A for each item below.

- Complete Voluntary Annexation Application form including signature from all owners of property in the area proposed for annexation. Signature of representative/agent, as applicable. For properties that are owned by a company, the applicant must submit proof that the person signing has the authority to sign on behalf of the company.
  
- Current ownership information for the subject property – the name of the owner(s) stated on the application must match the information on the Property Appraiser’s website. If the land is under an agreement for sale as indicated by caveat, please submit a copy of the signed agreement. The individual noted on the caveat must sign the application. If the applicant is not the owner, a letter must be provided from the owner authorizing the applicant to act on his/her behalf.
  
- Current ownership information for the subject property – Florida limited liability companies. Provide executed authorizations (i.e., must be signed by the member managers identified by the Division of Corporations or corporate resolutions will also be required for any other authorized signatory) from both entities authorizing a person(s) to act on behalf of said entities for purposes of submitting the instant application.
  
- Required Supporting Documents Including:
  - Location Map
  - Aerial Map
  - Metes and bounds legal description of property
  - Current survey of subject property certified to the Town of Dundee
  
- Submit **four (4)** paper copies of application and application materials (including application and checklist) plus **one (1)** electronic copy of all documents.
  
- A signed copy of the Request for Extension of Processing Time.
  
- A signed copy of this Voluntary Annexation Application Checklist.
  
- Required fees.





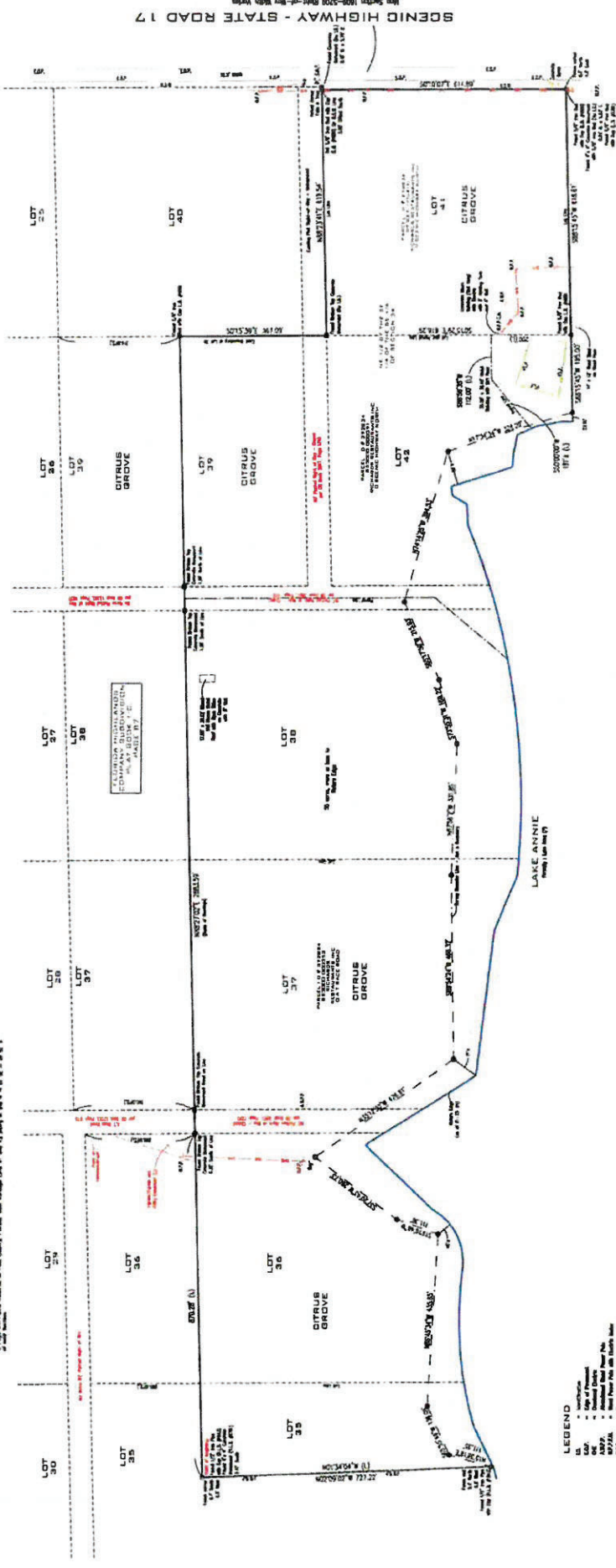
# BOUNDARY SURVEY

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST,  
POLK COUNTY, FLORIDA

**LEGAL DESCRIPTION:**  
 0.84 ACRES, PARCEL 1649-1047  
 0.84 ACRES, PARCEL 1649-1047  
 0.84 ACRES, PARCEL 1649-1047  
 0.84 ACRES, PARCEL 1649-1047  
 0.84 ACRES, PARCEL 1649-1047

**SURVEYOR'S NOTES:**

- All bearings and distances are as shown on this plan, unless otherwise noted.
- All corners are shown as described on this plan, unless otherwise noted.
- The boundaries shown on this plan are based on a survey conducted by the Surveyor on or about the date shown above.
- The bearings and distances are based on the North-South meridian, unless otherwise noted.
- The bearings and distances are based on the mean sea level, unless otherwise noted.
- The bearings and distances are based on the true north-south meridian, unless otherwise noted.
- The bearings and distances are based on the magnetic north-south meridian, unless otherwise noted.
- The bearings and distances are based on the astronomic north-south meridian, unless otherwise noted.
- The bearings and distances are based on the geodetic north-south meridian, unless otherwise noted.
- The bearings and distances are based on the local north-south meridian, unless otherwise noted.
- The bearings and distances are based on the true north-south meridian, unless otherwise noted.



**LEGEND**

- 1/4" = 1" Scale
- 1/2" = 1" Scale
- 3/4" = 1" Scale
- 1" = 1" Scale
- 1 1/2" = 1" Scale
- 2" = 1" Scale
- 2 1/2" = 1" Scale
- 3" = 1" Scale
- 3 1/2" = 1" Scale
- 4" = 1" Scale
- 4 1/2" = 1" Scale
- 5" = 1" Scale
- 5 1/2" = 1" Scale
- 6" = 1" Scale
- 6 1/2" = 1" Scale
- 7" = 1" Scale
- 7 1/2" = 1" Scale
- 8" = 1" Scale
- 8 1/2" = 1" Scale
- 9" = 1" Scale
- 9 1/2" = 1" Scale
- 10" = 1" Scale

**ADDITIONAL NOTES:**

- Survey conducted on or about the date shown above.
- The bearings and distances are based on the true north-south meridian, unless otherwise noted.
- The bearings and distances are based on the magnetic north-south meridian, unless otherwise noted.
- The bearings and distances are based on the astronomic north-south meridian, unless otherwise noted.
- The bearings and distances are based on the geodetic north-south meridian, unless otherwise noted.
- The bearings and distances are based on the local north-south meridian, unless otherwise noted.
- The bearings and distances are based on the true north-south meridian, unless otherwise noted.

**THIS SURVEY IS CERTIFIED EXCLUSIVELY TO AND ONLY FOR THE USE OF:**

- Reynolds Industries, Inc.
- City of Deltona



**SURVEYOR'S CERTIFICATE:**

I, the undersigned, a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that the above is a true and correct copy of the original survey, as the same appears on the books of this office.

Signature: \_\_\_\_\_  
 Date: 2024.02.14  
 Title: Surveyor



3/14/24, 3:10 PM

Legal Description

### Property Description

**Parcel ID:** 272834853000000410  
**Owner1:** RICHARDS RESTAURANTS INC  
**Physical Street Address:** 0 SCENIC HWY  
**Postal City/St/Zip:** DUNDEE FL 33838

**MAP DISCLAIMER:**

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**

This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.



**Property Description:**  
 FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 41 & BEG SE COR OF LOT 42 RUN N 200 FT W TO LK ANNA S ALONG LK TO S LINE OF LOT E TO BEG

### Property Description

**Parcel ID:** 272834853000000391  
**Owner:** RICHARDS RESTAURANTS INC  
**Physical Street Address:** 0 SCENIC HWY  
**Postal City/St/Zip:** DUNDEE FL 33838

**MAP DISCLAIMER:**

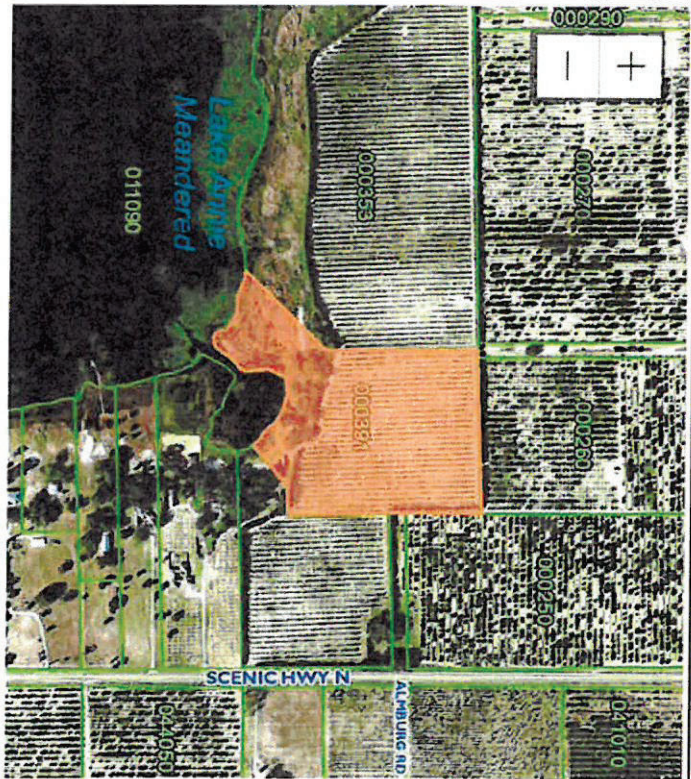
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

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**Property Description:**

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 39 LESS N 310 FT & LOT 42 LESS S 200 FT & THAT PORTION OF VACATED UNNAMED RD LYING S OF LOT 39 & N OF LOT 42 & E1/2 OF UNNAMED RD LYING W OF LOTS 39 & 42 & E OF LOT 38 & LYING S OF LINE WHICH IS 310 FT S OF N BOUNDARIES OF LOTS 38 & 39

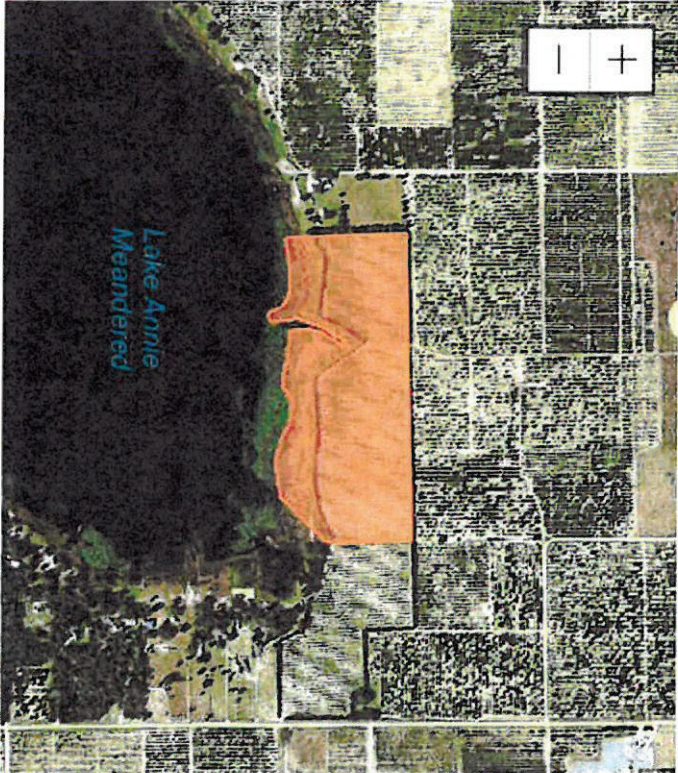


### Property Description

**Parcel ID:** 272834853000000353  
**Owner1:** RICHARDS RESTAURANTS INC  
**Physical Street Address:** 0 A T RACE RD  
**Postal City/St/Zip:** DUNDEE FL 33838

**MAP DISCLAIMER:**  
 All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**  
 This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.



**Property Description:**  
 FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 A PORTION OF LOTS 35 36 37 & 38 DESC AS COMM AT NW COR LOT 37 RUN S ALONG E R/W RACE RD 310 FT FOR POB RUN E PARALLEL WITH N BDRY LOTS 37 & 38 1262.35 FT TO E BDRY LOT 38 RUN S 631.75 FT TO PT ON 100 YR FLOOD LN RUN S 44 DEG 57 MIN 54 SEC W ALONG A RIPARIAN LN 329 FT M/L TO WATERS EDGE OF LAKE ANNIE MEANDER W/LY ALONG WATERS EDGE TO INTERSECTION WITH A LN BEARING S 01 DEG 34 MIN 04 SEC E RUN N 01 DEG 34 MIN 04 SEC W 742 FT M/L TO PT LYING 310 FT S OF CENTERLINE OF PLATTED R/W LYING N OF LOT 35 RUN N 88 DEG 48 MIN 59 SEC E PARALLEL WITH N BDRYS OF LOTS 35 & 36 870.28 FT TO PT ON W R/W OF RACE RD RUN S 346.50 FT ALONG R/W N 88 DEG 35 MIN 13 SEC E ALONG S LN OF RACE RD 60 FT RUN N ALONG E R/W RACE RD 346.15 FT TO POB & THAT PORTION OF VACATED RACE RD LYING BETWEEN LOTS 36 & 37 & S OF LINE WHICH IS 310 FT S OF N BNDRY OF LOT 37 & W 1/2 OF VACATED UNNAMED RD LYING E OF LOT 38 & S OF LINE WHICH IS 310 FT S OF N BNDRY OF LOT 38



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

## Detail by Entity Name

Foreign Profit Corporation  
RICHARDS RESTAURANTS, INC.

### Filing Information

Document Number	F15000001369
FEI/EIN Number	35-1143023
Date Filed	03/23/2015
State	IN
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2017

### Principal Address

8339 N. 400 E  
BRYANT, IN 47326

### Mailing Address

8339 N. 400 E  
BRYANT, IN 47326

### Registered Agent Name & Address

CROSBY, BEN  
505 AVENUE A NW, #306  
WINTER HAVEN, FL 33881

Name Changed: 10/02/2017

### Officer/Director Detail

#### **Name & Address**

Title CP

STRONG, DONALD C  
8339 N. 400 E  
BRYANT, IN 47326

Title VCS

STRONG, MONA JEAN  
8339 N. 400 E  
BRYANT, IN 47326

Title DV

YODER, DEEDA  
8339 N. 400 E  
BRYANT, IN 47326

Title DT

LOY, CARLA  
8339 N. 400 E  
BRYANT, IN 47326

Title D

BALES, JODIE  
8339 N. 400 E  
BRYANT, IN 47326

**Annual Reports**

Report Year	Filed Date
2022	01/11/2022
2023	01/18/2023
2024	01/16/2024

**Document Images**

<a href="#">01/16/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/02/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/02/2017 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2015 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>





Corporate Form No. 1 (Mar. 1950)—Page One  
ARTICLES OF INCORPORATION  
Prescribed by the Secretary of State of Indiana  
Use White Paper—Size 8x10½ Inches  
Filing Requirements—Present 3 Executed Copies to Secretary of State  
Recording Requirements—Record 1 of such 3 Executed Copies, as Approved and Returned by Secretary of State, with Recorder of County where Principal Office is Located.

APPROVED  
AND  
FILED  
OCT 5 1967

Edgar D. Whitcomb  
SECRETARY OF STATE OF INDIANA

ARTICLES OF INCORPORATION

OF

RICHARDS RESTAURANTS, INC.

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of The Indiana General Corporation Act, as amended (hereinafter referred to as the "Act"), execute the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is RICHARDS RESTAURANTS, INC.

ARTICLE II

Purposes

The purposes for which the Corporation is formed are:

- a. To engage in the business of producing, preparing, mixing, compounding and processing all kinds of food for human consumption and to buy and sell the same at both wholesale and retail.
- b. To purchase, acquire, apply for, secure, hold or own any and all patents, copyrights, trademarks, trade names and distinctive marks; and to license, lease, franchise or authorize the use thereof by other persons, firms or corporations.
- c. To purchase, lease or otherwise acquire and to own, operate and manage restaurants or any interest therein, including foods, beverages, and alcoholic beverages.



d. To acquire and dispose of all or any part of the good will, rights, property and business of any person, entity, partnership, association or corporation heretofore or hereafter engaged in any business which the corporation has power to conduct; to pay for the same in cash or in stocks, bonds or other obligations of the corporation or otherwise; and to assume in connection therewith any liabilities of any such person, entity, partnership, association or corporation and conduct in any lawful manner the whole or any part of a business thus acquired.

e. To enter into any partnerships or joint ventures for carrying on any lawful business for which the corporation is organized.

f. To act as agent or representative of others for any lawful business purposes.

g. To make contracts, to make any guaranty respecting stocks, leases, securities, indebtedness, interest, contracts, or other obligations; to borrow money; to issue bonds, promissory notes, debentures, and other evidences of indebtedness; to secure such evidences of indebtedness by pledge, mortgage and/or hypothecation of certain or all of the assets of the corporation; to enter into indentures specifying the various terms and incidents of such evidences of indebtedness; and to do any and all other incidental acts and things necessary to borrow money on the part of the corporation.

h. To purchase, hold, sell, transfer, reissue or cancel the shares of its own capital stock or any securities or other obligations of the corporation, in the manner and to the extent now or hereafter permitted by the laws of Indiana; provided that the corporation shall not use its assets for the purchase of its own shares of stock when such use would cause any impairment of the capital of the corporation, and provided further that shares of its own capital stock belonging to the corporation shall not be voted.

i. To do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes or powers herein set forth; to exercise all powers granted to business corporations by the corporation laws of Indiana as in force from time to time hereafter, and particularly all powers granted by Section 3 of the Indiana General Corporation Act of 1929; and to do every other act and thing incidental thereto or connected therewith; provided the same be not forbidden by the laws of the State of Indiana; and provided further that nothing contained herein shall be construed to authorize the conduct by this corporation of any business not authorized under The Indiana General Corporation Act.

j. To conduct its lawful business within this State and in other states and to qualify for admission to do business in other states and to comply with the laws and regulations pertaining to the doing of business in such other states as may be deemed desirable, expedient and proper from time to time.

k. The enumeration of specific powers herein is not intended as an exclusion or waiver of any powers, rights or privileges granted or conferred by the corporation laws of Indiana now or hereafter in force, or the laws of such other states in which this Corporation may from time to time be conducting its business and under which the Corporation may from time to time qualify.

ARTICLE III

Term of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Principal Office and Resident Agent

The post-office address of the principal office of the Corporation is 419 West Market Street, Bluffton, Indiana; and the name and post-office address of its Resident Agent in charge of such office is Donald C. Strong, 419 West Market Street, Bluffton, Indiana

ARTICLE V

Amount of Capital Stock

The total number of shares into which the authorized capital stock of the Corporation is divided is 1,000 shares consisting of ~~shares with the par value of \$xxxxxxxx per share, and~~ 1,000 shares without par value.

ARTICLE VI

Terms of Capital Stock

Section 1. Consideration for Capital Stock. The capital stock of the Corporation shall be issued for such consideration as may be fixed from time to time by the Board of Directors.

Section 2. Capital. The aggregate net amount of the consideration received by the Corporation from the sale of its capital stock shall, from time to time, be the capital of the Corporation.

Section 3. Preemptive Rights. The holders from time to time of the capital stock of the Corporation shall have the right to purchase, at such respective equitable prices, terms and conditions (including pragmatic adjustments to avoid the issue of fractional shares) as shall be fixed by the

Board of Directors, such of the shares of the capital stock of the Corporation as may be hereafter issued, from time to time, whether constituting a part of the capital stock presently or subsequently authorized, and including shares held in the treasury of the Corporation, in the respective ratios which the number of shares held by each Shareholder at the respective times of such issues bears to the total number of shares issued and outstanding in the names of all Shareholders at such respective times.

Section 4. Dividends. Such dividends as may be determined by the Board of Directors (after giving due consideration to the needs of the Corporation for adequate reserves and working capital) may be declared and paid upon the capital stock from time to time out of the surplus earnings or net profits of the Corporation.

ARTICLE VIIVoting Rights of Capital Stock

Every owner of the capital stock of the Corporation shall have the right, at every Shareholders' meeting, to one vote for each share of stock standing in his name on the books of the Corporation.

ARTICLE VIIIPaid-in Capital

The amount of paid-in capital, with which the Corporation is beginning business, is \$ 1,000.00.

ARTICLE IXData Respecting Directors

Section 1. Number. The number of Directors of the Corporation is three (3).

Section 2. Qualifications. Directors need not be shareholders of the Corporation. A majority of the Directors at any time shall be citizens of the United States.

ARTICLE XFurther Data Respecting Directors

Section 1. Names and Post-Office Addresses. The names and post-office addresses of the first Board of Directors of the Corporation are as follows:

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>Zone</u>	<u>State</u>
Donald C. Strong	419 West Market Street	Bluffton		Indiana
Mona Jean Strong	419 West Market Street	Bluffton		Indiana
Graydon G. Gibson	515 West South Street	Bluffton		Indiana

Section 2. Citizenship. All of such Directors are citizens of the United States.

ARTICLE XI

Data Respecting Incorporators

Section 1. Names and Post-Office Addresses. The names and post-office addresses of the incorporators of the Corporation are as follows:

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>Zone</u>	<u>State</u>
Donald C. Strong	419 West Market Street	Bluffton		Indiana
Mona Jean Strong	419 West Market Street	Bluffton		Indiana
Graydon G. Gibson	515 West South Street	Bluffton		Indiana

Section 2. Age and Citizenship. All of such incorporators are of lawful age; and all of such incorporators are citizens of the United States.

Section 3. Compliance with Provisions of Sections 15 and 16 of the Act. The undersigned incorporators hereby certify that the person or persons intending to form the Corporation first caused lists for subscriptions to the shares of the capital stock of the Corporation to be opened at such time and place as he or they determined; when such subscriptions had been obtained in an amount not less than \$1,000, such person or persons, or a majority of them, called a meeting of such subscribers for the purpose of designating the incorporators and of electing the first Board of Directors; the incorporators so designated are those named in Section 1 of this Article; and the Directors so elected are those named in Section 1 of Article X.

ARTICLE XII

Provisions for Regulation of Business and Conduct of Affairs of Corporation

Section 1. Meetings of Shareholders. Meetings of the Shareholders of the Corporation shall be held at such place, within or without the State of Indiana, as may be specified in the respective notices, or waivers of notice, thereof.

Section 2. Meetings of Directors. Meetings of the Directors of the Corporation shall be held at such place, within or without the State of Indiana, as may be specified in the respective notices, or waivers of notice, thereof.

Section 3. Code of By-Laws. The Board of Directors of the Corporation shall have power, without the assent or vote of the Shareholders,

to make, alter, amend or repeal the Code of By-Laws of the Corporation but the affirmative vote of a majority of the members of the Board of Directors, for the time being, shall be necessary to make such Code or to effect any alteration, amendment or repeal thereof.

Section 4. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and one or more of its Directors; or between the Corporation and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are stockholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors which acts upon, or in reference to, such contract or transaction and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Section 5. Additional Powers of Directors. In addition to the powers and authorities hereinabove or by statute expressly conferred, the Board of Directors is hereby authorized to exercise all such powers and do all such acts and things as may be exercised or done by a corporation organized and existing under the provisions of the Act.

Section 6. Amendment of Articles of Incorporation. The Corporation reserves the right to alter, amend, or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by the provisions of the Act, or any other pertinent enactment of the General Assembly of the State of Indiana; and all rights and powers conferred hereby on Shareholders, Directors and Officers of the Corporation are subject to such reserved right.

IN WITNESS WHEREOF, the undersigned, being all of the incorporators designated in Article XI, execute these Articles of Incorporation and certify to the truth of the facts herein stated, this 18 day of September, 1967.

23 80  
 Recorded this 17 day of Oct 1967 at 2:30 o'clock  
misc  
 P. M., Book 46 Page 706  
Francis J. Carnes  
 Recorder, Wells County

Ronald C. Strong  
 (Written Signature)  
 Donald C. Strong  
 (Printed Signature)

Mona Jean Strong  
 (Written Signature)  
 Mona Jean Strong  
 (Printed Signature)

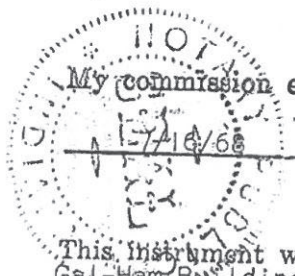
Graydon G. Gibson  
 (Written Signature)  
 Graydon G. Gibson  
 (Printed Signature)

STATE OF INDIANA }  
 COUNTY OF WELLS } SS:

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that Donald C. Strong, Mona Jean Strong and Graydon G. Gibson, being all of the incorporators referred to in Article XI of the foregoing Articles of Incorporation, personally appeared before me; acknowledged the execution thereof; and swore to the truth of the facts therein stated.

WITNESS my hand and Notarial Seal this 18 day of September, 1967.

Dwight F. Gallivan  
 (Written Signature)  
 Dwight F. Gallivan  
 (Printed Signature)  
 Notary Public



This instrument was prepared by Dwight F. Gallivan of Gallivan & Hamilton, Gallivan Building, Bluffton, Indiana, a member of the Indiana Bar Assn.



**EXHIBIT C**



INSTR # 2022044886  
BK 12123 Pgs 652-656 PG(5)5  
RECORDED 02/17/2022 03:31:21 PM  
STACY M. BUTTERFIELD, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES \$44.00  
RECORDED BY shakcamp

RETURN TO POLK COUNTY  
REAL ESTATE SERVICES OFFICE BOX

**AGREEMENT FOR TRANSFER OF PUBLIC ROADS**

**between**

**THE TOWN OF DUNDEE, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

**FOR CAMPBELL ROAD FROM THE NORTH BOUNDARY OF THE COUNTY BOAT RAMP PROPERTY NORTH TO CAMP ENDEAVOR BOULEVARD IN DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

**WITNESSETH**

**WHEREAS**, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

**WHEREAS**, Campbell Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

**WHEREAS**, TOWN has requested, and POLK has agreed to the transfer of Campbell Road from the north boundary of the County boat ramp property north to Camp Endeavor Boulevard, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

**WHEREAS**, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and

maintenance responsibility for such roads; and

**WHEREAS**, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

**SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

**SECTION 2: Description of public roads subject to agreement**

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

**All of Campbell Road from Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for Campbell Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 14, 19, 30, 35, east of Lots 15, 18, 31 and 34 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor LESS AND EXCEPT that portion thereof lying to the east of the property described in that certain Warranty Deed recorded in O.R. Book 9105, at Pages 2033 through 2036, Public Records of Polk County, Florida. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.**

**SECTION 3: Transfer and acceptance of roads**

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

**SECTION 4: Liability for torts**

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**SECTION 5: Costs of transfer of public roads**

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

**SECTION 6: Amendments**

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

**SECTION 7: Severability**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**SECTION 8: Term**

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the 15<sup>th</sup> day of February, 2022, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the 25 day of January, 2022.

ATTEST:

**TOWN OF DUNDEE**

By: Jenn Garcia  
Jenn Garcia, Town Clerk

By: Sam Pennant  
Sam Pennant, Mayor

This 25 day of January 2022

Reviewed as to form and legality  
Frederick J. Murphy, Jr.  
Town Attorney

ATTEST:  
Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

By: Alison Hellard  
Deputy Clerk

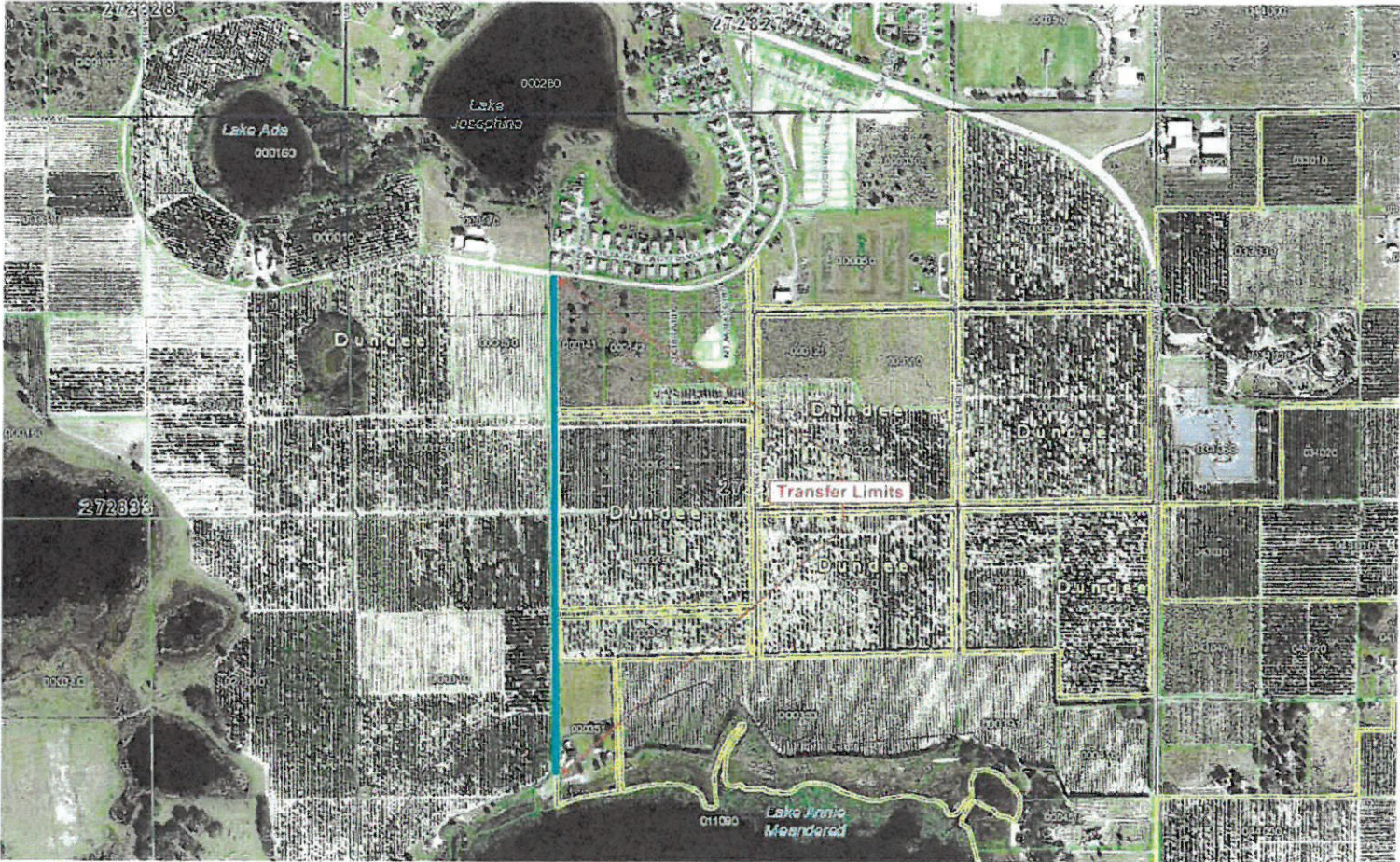
Dr. Martha Santiago  
Dr. Martha Santiago, Chair

This 15<sup>th</sup> day of February 2022

Reviewed as to form and legality  
Elizabeth W. Van  
County Attorney's Office

PSI





**ATTACHMENT "A"**

**RECORDER'S MEMO:**  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.



INSTR # 2022044887  
BK 12123 Pg 657 PG(s)1  
RECORDED 02/17/2022 03:31:21 PM  
STACY M. BUTTERFIELD, CLERK OF COURT  
POLK COUNTY  
DEED DOC #0.70  
RECORDING FEES \$10.00  
RECORDED BY shakcamp

This instrument prepared under  
The direction of:  
R. Wade Allen, Administrator  
Polk County Real Estate Services  
P. O. Box 9005, Drawer RE 01  
Bartow, Florida 33831-9005  
By: Chris Peterson  
Road Transfer: Campbell Road

RETURN TO POLK COUNTY  
REAL ESTATE SERVICES OFFICE BOX

**COUNTY DEED**

**THIS DEED**, made this 15th day of February, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Campbell Road from Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for Campbell Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 14, 19, 30, 35, east of Lots 15, 18, 31 and 34 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor **LESS AND EXCEPT** that portion thereof lying to the east of the property described in that certain Warranty Deed recorded in O.R. Book 9105, at Pages 2033 through 2036, Public Records of Polk County, Florida. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

**IN WITNESS WHEREOF**, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

**ATTEST:**

**GRANTOR:**

Stacy M. Butterfield  
Clerk to the Board

Polk County, Florida

By: Alison Helland  
Deputy Clerk

By: Martha Santiago  
Dr. Martha Santiago, Chair  
Board of County Commissioners

(Seal)



P.54





INSTR # 2022044887  
BK 12123 Pg 657 PG(s)1  
RECORDED 02/17/2022 03:31:21 PM  
STACY M. BUTTERFIELD, CLERK OF COURT  
POLK COUNTY  
DEED DOC \$0.70  
RECORDING FEES \$10.00  
RECORDED BY shakcomp

This instrument prepared under  
The direction of:  
R. Wade Allen, Administrator  
Polk County Real Estate Services  
P. O. Box 9005, Drawer RE 01  
Bartow, Florida 33831-9005  
By: Chris Peterson  
Road Transfer: Campbell Road

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**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Campbell Road from Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for Campbell Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 14, 19, 30, 35, east of Lots 15, 18, 31 and 34 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor LESS AND EXCEPT that portion thereof lying to the east of the property described in that certain Warranty Deed recorded in O.R. Book 9105, at Pages 2033 through 2036, Public Records of Polk County, Florida. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

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**ATTEST:**

**GRANTOR:**

Stacy M. Butterfield  
Clerk to the Board

Polk County, Florida

By: Alison Holland  
Deputy Clerk

By: Martha Santiago  
Dr. Martha Santiago, Chair  
Board of County Commissioners

(Seal)



9.54



(O.R. BOOK 5486, PAGES 1263-1264)

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND. BEING A PART OF LOTS 35, 36, 37, 38, 39 AND 42, IN THE SOUTH ONE-HALF OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF. RECORDED IN PLAT BOOK 1-C, PAGE 87, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AND ALL OF THE ROADS VACATED IN THE RESOLUTION CLOSING RIGHT OF WAYS, RECORDED IN O.R. BOOK 3897, PAGE 1210, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCE AT A POINT LYING 280.00 FEET SOUTH AND 870.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 36, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN EAST. ALONG A LINE LYING 280.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOTS 35 AND 36 AND CONTINUING ALONG A LINE LYING 310.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOTS 37, 38 AND 39, TO THE EAST BOUNDARY LINE OF SAID LOT 39; THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF SAID LOTS 39 AND 42 TO A POINT LYING 200.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 42; THENCE SOUTH 88°56'35" WEST, ALONG A LINE LYING 200.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID LOT 42, A DISTANCE OF 112.00 FEET MORE OR LESS TO A POINT; THENCE SOUTH 50°00'00" WEST, ALONG A RIPARIAN (LITTORAL) LINE, A DISTANCE OF 181.00 FEET MORE OR LESS TO THE WATER'S EDGE OF LAKE ANNIE (ALSO KNOWN AS LAKE ANNA); THENCE MEANDER WESTERLY ALONG THE WATER'S EDGE OF LAKE ANNIE TO IT'S INTERSECTION WITH A LINE BEARING SOUTH 01°34'04" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 01°34'04" WEST, ALONG SAID LINE, TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES BENEFITING THE ABOVE DESCRIBED PARCEL OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 36, AND RUN SOUTH 00°12'33" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF RACE ROAD. 72.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°12'33" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 207. 12 FEET; THENCE SOUTH 88°48'59" WEST, 70.22 FEET; THENCE NORTH 18°24'66" EAST, 219.83 FEET TO THE POINT OF BEGINNING.

(O.R. BOOK 6451, PAGES 773-774)

Acreage Lot 41 and a strip of land in the Southeast corner of Acreage Lot 42 described as follows: Commencing at the Southeast corner of said Acreage Lot 42, running thence North 200 feet along the boundary line between Acreage Lots 41 and 42; thence West to the shore of Lake Annie; thence South along said shore line to the line dividing said Acreage lot 42 and Acreage Lot 45; thence running East along said line to the point of beginning in Section 34, Township 28 South, Range 27 East, of Florida Highlands Company, according to the plat thereof recorded in Plat Book 1, Page 87, Public Records of Polk County, Florida; said Acreage Lots 41 and 42 being in the N 1/2 of SE 1/4 of SE 1/4 of said Section.



### Property Description

**Parcel ID:** 27283485300000410

**Owner1:** RICHARDS RESTAURANTS INC

**Physical Street Address:** 0 SCENIC HWY

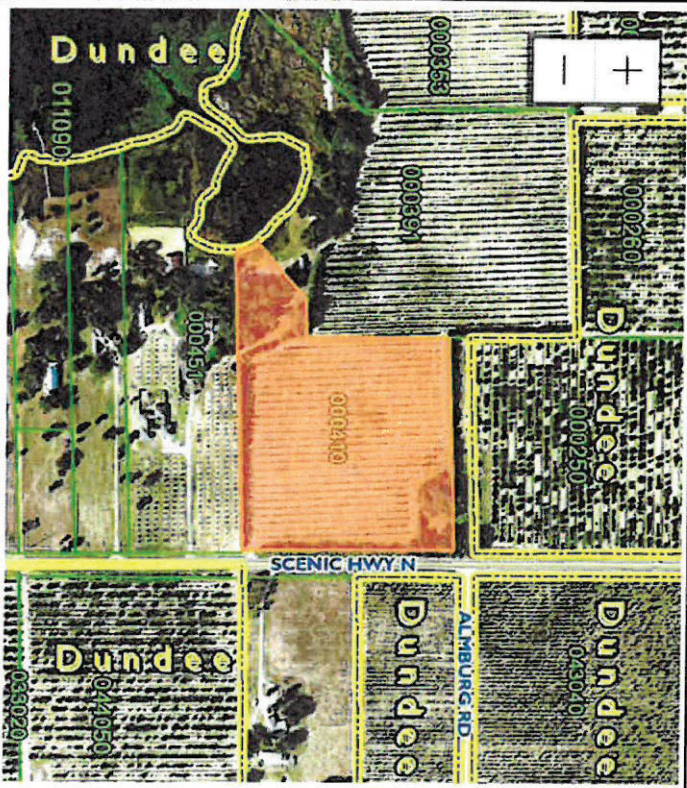
**Postal City/St/Zip:** DUNDEE FL 33838

**MAP DISCLAIMER:**  
 All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**  
 This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

**Property Description:**

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 41 & BEG SE COR OF LOT 42 RUN N 200 FT W TO LK ANNA S ALONG LK TO S LINE OF LOT E TO BEG



### Property Description

**Parcel ID:** 272834853000000391  
**Owner1:** RICHARDS RESTAURANTS INC  
**Physical Street Address:** 0 SCENIC HWY  
**Postal City/St/Zip:** DUNDEE FL 33838

**MAP DISCLAIMER:**

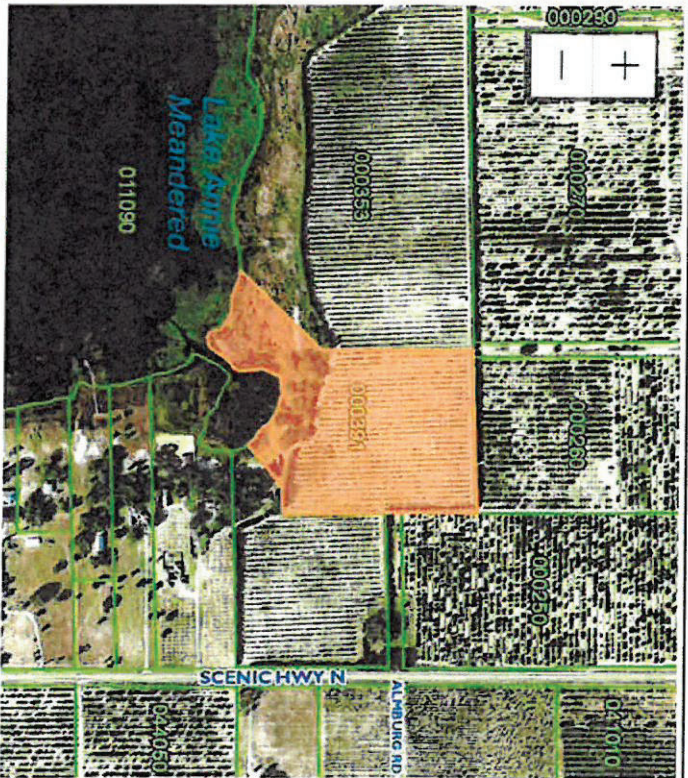
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**Property Description:**

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 39 LESS N 310 FT & LOT 42 LESS S 200 FT & THAT PORTION OF VACATED UNNAMED RD LYING S OF LOT 39 & N OF LOT 42 & E1/2 OF UNNAMED RD LYING W OF LOTS 39 & 42 & E OF LOT 38 & LYING S OF LINE WHICH IS 310 FT S OF N BOUNDARIES OF LOTS 38 & 39



### Property Description

**Parcel ID:** 272834853000000353  
**Owner1:** RICHARDS RESTAURANTS, INC  
**Physical Street Address:** 0 A T RACE RD  
**Postal City/St/Zip:** DUNDEE FL 33838

**MAP DISCLAIMER:**

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

**PROPERTY DESC DISCLAIMER:**

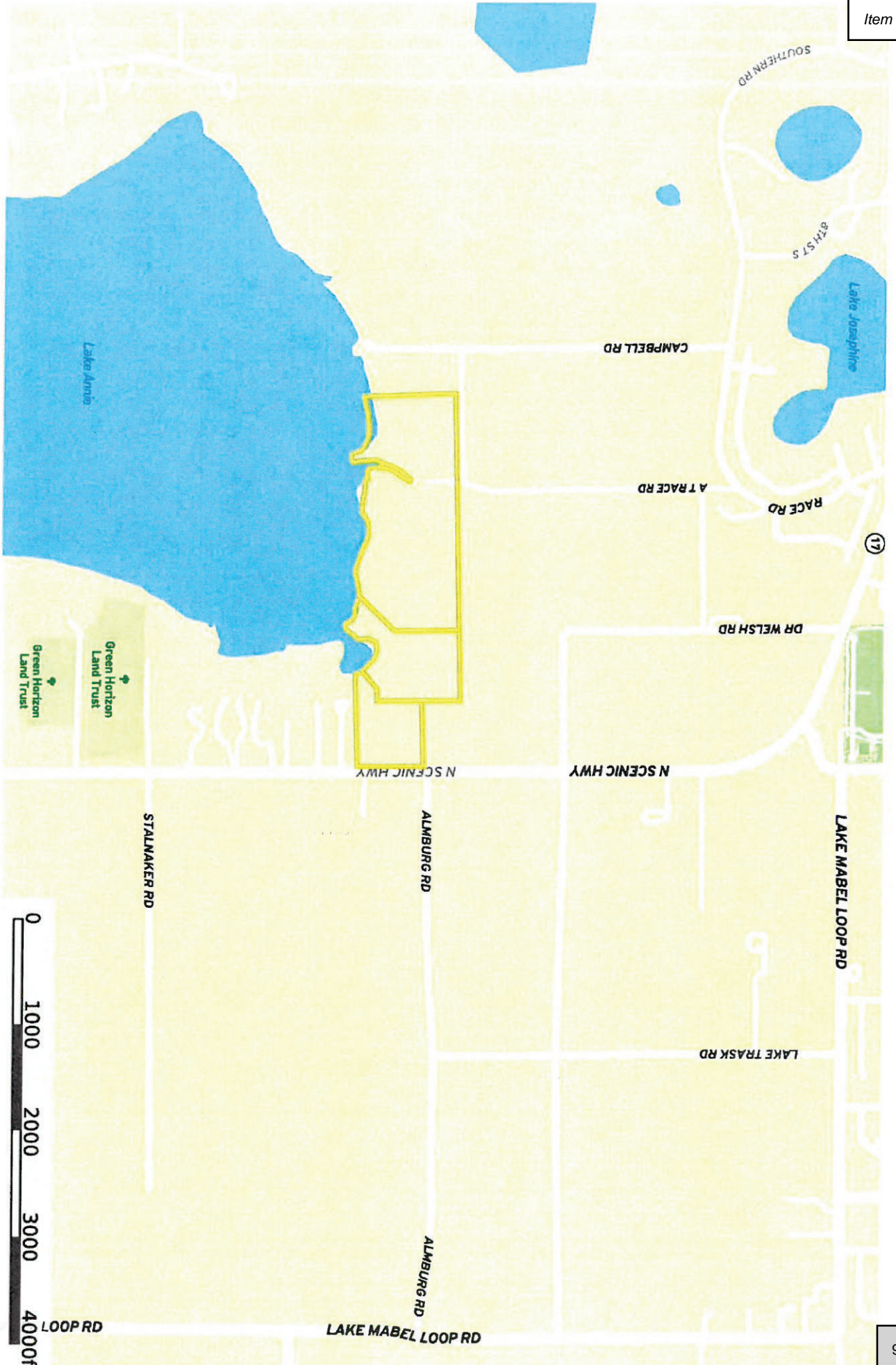
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**Property Description:**

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 A PORTION OF LOTS 35 36 37 & 38 DESC AS COMM AT NW COR LOT 37 RUN S ALONG E R/W RACE RD 310 FT FOR POB RUN E PARALLEL WITH N BDRY LOTS 37 & 38 1262.35 FT TO E BDRY LOT 38 RUN S 631.75 FT TO PT ON 100 YR FLOOD LN RUN S 44 DEG 57 MIN 54 SEC W ALONG A RIPARIAN LN 329 FT M/L TO WATERS EDGE OF LAKE ANNIE MEANDER W/LY ALONG WATERS EDGE TO INTERSECTION WITH A LN BEARING S 01 DEG 34 MIN 04 SEC E RUN N 01 DEG 34 MIN 04 SEC W 742 FT M/L TO PT LYING 310 FT S OF CENTERLINE OF PLATTED R/W LYING N OF LOT 35 RUN N 88 DEG 48 MIN 59 SEC E PARALLEL WITH N BDRYS OF LOTS 35 & 36 870.28 FT TO PT ON W R/W OF RACE RD RUN S 346.50 FT ALONG R/W N 88 DEG 35 MIN 13 SEC E ALONG S LN OF RACE RD 60 FT RUN N ALONG E R/W RACE RD 346.15 FT TO POB & THAT PORTION OF VACATED RACE RD LYING BETWEEN LOTS 36 & 37 & S OF LINE WHICH IS 310 FT S OF N BDRY OF LOT 37 & W1/2 OF VACATED UNNAMED RD LYING E OF LOT 38 & S OF LINE WHICH IS 310 FT S OF N BDRY OF LOT 38

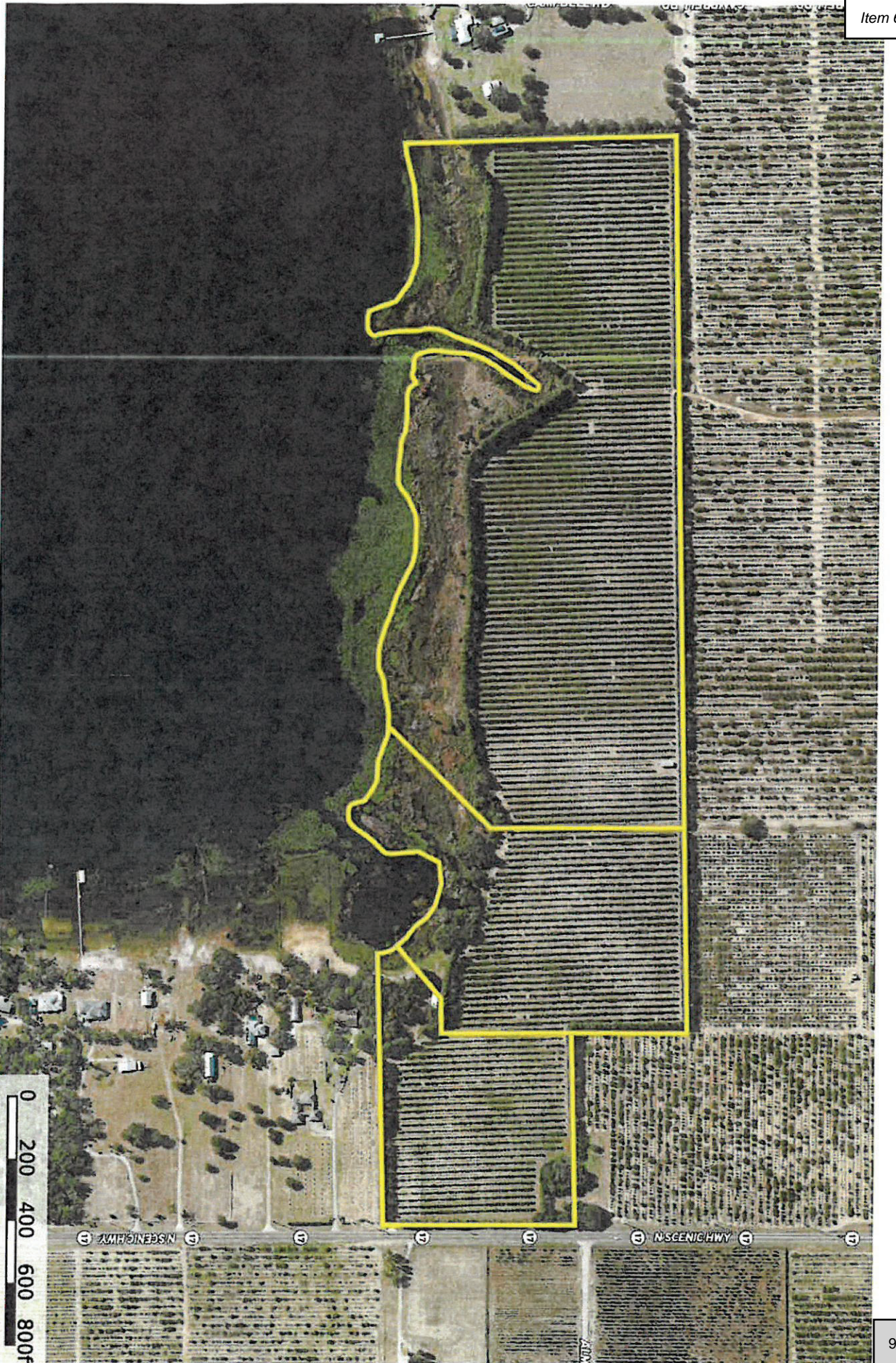






Boundary

Benjamin Crosby



Boundary

Benjamin Crosby





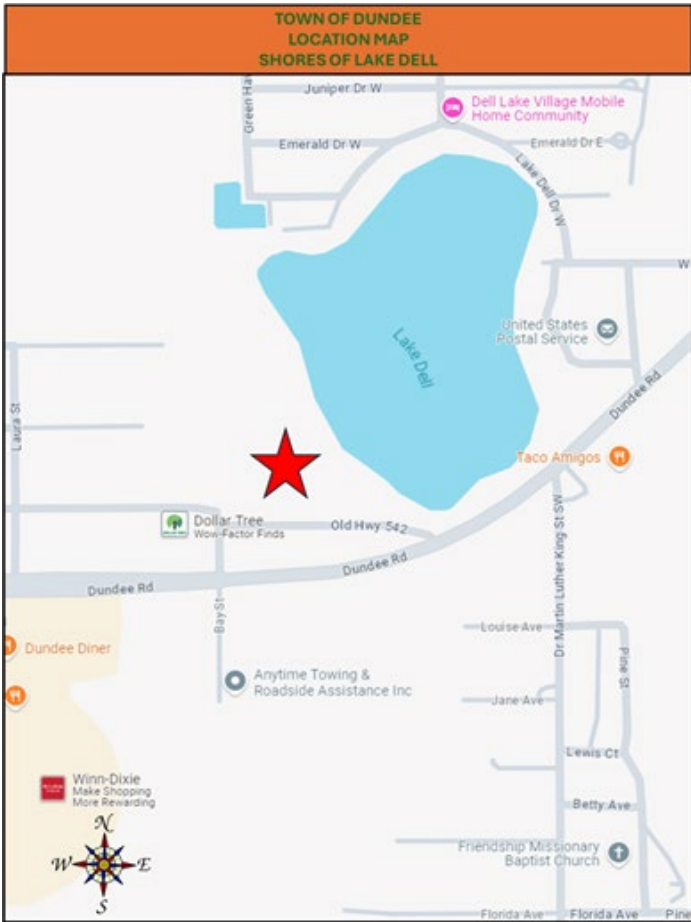
# TOWN COMMISSION MEETING

December 10, 2024, at 6:30 PM

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

# Town of Dundee Town Commission Staff Report Shores of Lake Dell Final Plat

<b>To:</b>	Town of Dundee Town Commission
<b>Agenda Date:</b>	December 10, 2024
<b>Department:</b>	Planning and Zoning
<b>Request:</b>	Consider Final Plat for Shores of Lake Dell Subdivision
<b>Applicant:</b>	Taylor Tropf
<b>Property Owner:</b>	TBHG, LLC
<b>Location:</b>	Located in the Town of Dundee
<b>Area Size &amp; Parcel Number(s)</b>	14.5 +/- acres. 272828-846000-000010
<b>Staff Recommendation (DRC):</b>	Approval
<b>Prepared By:</b>	Lorraine Peterson, Development Director



Town of Dundee  
Town Commission Staff Report  
Shores of Lake Dell  
Final Plat

**BACKGROUND**

The Applicant, Taylor Tropf is requesting approval of the Final Plat for Landings at Lake Mabel Loop Subdivision a 14.5 +/- acres of land located east of Highway 27, north side of Dundee Rd., south of Frederick Ave., and west of Center St. in the Town of Dundee, further described as parcel 272828-846000-000010. The parcel has a Future Land Use of Medium Density Residential and Zoning of PUD-R Planned Unit Development Residential and consist of 40 Single Family dwelling units.

**FINAL PLAT**

Per Section 7.01.08 of the Land Development Code, the intent of the Final Plat is to establish a legal record of the plat. Whenever the provisions of this Code have been complied with and while the approval of the certified subdivision plan is in effect, the applicant shall submit the final plat for approval and recording. The final plat shall conform substantially to the approved CSP and, at the option of the subdivider, may constitute only that portion or phase of the approved CSP which is proposed to be recorded at that time. Upon approval of the final plat, the applicant may proceed with obtaining building permits within the subdivision and the plat shall be forwarded by the town clerk to the Board of County Commissioners of Polk County for review and approval in accordance with county procedures. The original plat shall then be submitted to the clerk of the circuit court for recording within the public records of Polk County.

Per Section 7.01.13 of the Land Development Code, approval of the final plat shall not constitute acceptance of any area or facilities offered by said plat for dedication to the Town of Dundee. The Town Commission shall not accept dedication of required improvements nor release nor reduce a performance bond until the town is satisfied that all required improvements have been properly completed and until the engineer or subdivider has certified, through submission of a detailed "as-built" survey plat of the subdivision indicating location dimensions, materials, and other information required by the Town, that the layout of the line and grade of all public improvements is in accordance with construction plans for the subdivision and that a title insurance policy has been furnished to and approved by the Town attorney indicating that the improvements shall have been completed, are ready for dedication to the Town and are free and clear of all liens and encumbrances. Upon such approval and recommendation, the Town Commission shall thereafter accept the improvements for dedication in accordance with the established procedure.

Town of Dundee  
Town Commission Staff Report  
Shores of Lake Dell  
Final Plat

**FINAL PLAT COMMENTS**

As required, the Final Plat is substantially similar to the Certified Subdivision Plan (CSP). The applicant submitted all required materials, which were reviewed by the Town staff. The applicant is requesting to bond the outstanding site development improvements.

Consistent with Section 7.01.08 of the LDC, the applicant is requesting the Town Commission's approval of the Final Plat for Shores at Lake Dell Subdivision with the conditions as outlined in Resolution 24-27.

**CONCURRENCY**

Potable water-14,400gpd  
Sewer-10,800gpd  
Solid Waste- Polk County 65yrs. available  
Transportation-signed off by transportation consultant  
Polk County Schools:  
    Elementary-10 seats 48 units  
    Middle-4 seats 48 units  
    High School-7 seats 48 units

**DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Final Plat for Shores of Lake Dell submitted by Taylor Tropf with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbon  
TOD Public Works Director-Johnathan Vice  
TOD Utilities Director-Tracy Mercer  
TOD Utilities Supervisor- Raymond Morales  
TOD Development Director-Lorraine Peterson  
TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC  
TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

Town of Dundee  
Town Commission Staff Report  
Shores of Lake Dell  
Final Plat

**MOTION OPTIONS:**

1. I move the Town Commission **approve Resolution 24-27**, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC.
2. I move the Town Commission **approve with conditions Resolution 24-27**, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC.
3. I move the Town Commission **deny Resolution 24-27**, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC.

Attachments:

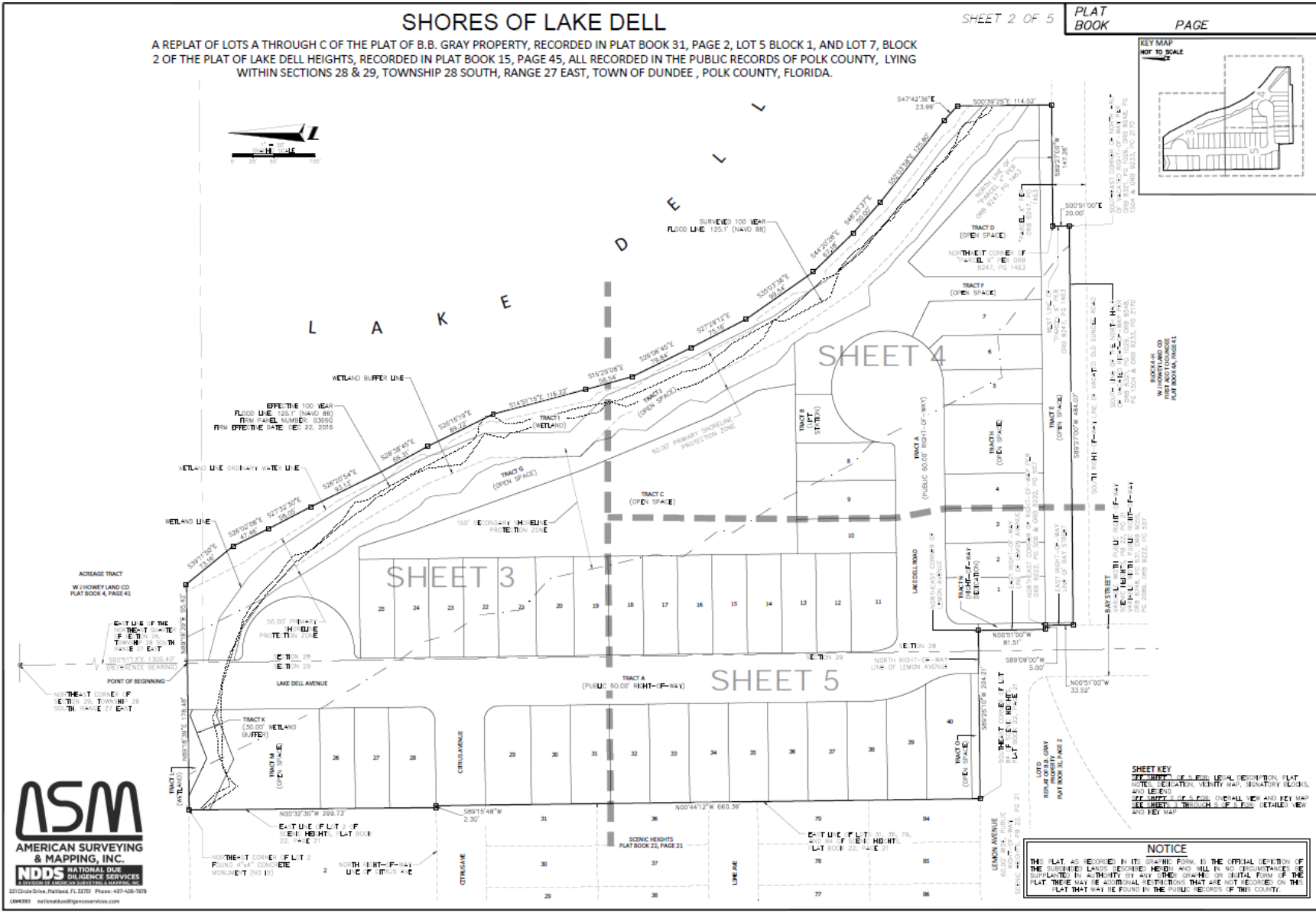
Shores at Lake Dell Plat

Developers Agreement

Water Allocation Agreement

Resolution 24-27

# Town of Dundee Town Commission Staff Report Shores of Lake Dell Final Plat



THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
Frederick J. Murphy, Jr., Esquire  
Boswell & Dunlap LLP  
Post Office Drawer 30  
245 South Central Avenue (33830)  
Bartow, FL 33831

INSTR # 2024200070  
BK 13246 Pgs 1112-1135 PG(s) Item 7.  
08/28/2024 03:15:38 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 205.50

**DEVELOPER'S AGREEMENT**

*May* **THIS DEVELOPER'S AGREEMENT** ("Agreement") is made this 6<sup>th</sup> day of May, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "Town"), and **TBHG, LLC**, an active Florida limited liability company, whose address is 200 F St. South, Haines City, Florida 33844 (the "Developer").

**FACTUAL RECITALS**

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

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

**WHEREAS**, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272828-846000-000010, which totals approximately 13.09 acres (the "Property"); and

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

**WHEREAS**, the Shores of Lake Dell Subdivision development (the "Development") which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

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

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

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

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

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

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

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

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

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

**WHEREAS**, on November 8, 2022, at a duly notice public meeting of the Town of Dundee Town Commission, the Town Commission passed and approved Town of Dundee Resolution No. 22-52 (the "Resolution") conditionally approving the Certified Subdivision Plan (the "CSP") for the Development; and

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

**WHEREAS**, upon the passage of the Resolution (see **Exhibit "A"**), the Developer was authorized to proceed with dry-line construction of the potable water lines to service the Project; and

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

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

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

**WHEREAS**, the Well has been issued a water use permit granted by the Southwest Florida Water Management District ("SWFWMD"), Water Use Permit No. 42,005 (the "Developer WUP"); and

**WHEREAS**, the Well provides irrigation water for agricultural uses on 13.0 acres of real property which includes, but is not limited to, the Property; and

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). This Agreement shall therefore establish the respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

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

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

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

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

3.4 “*Developer*” means TBHG, LLC, an active Florida limited liability company authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of TBHG, LLC.

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

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

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

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

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

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

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

3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Certified Subdivision Plan for the *Shores of Lake Dell Subdivision* and Resolution No. 22-52 were approved by the Town Commission at a duly noticed public meeting.

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

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

#### 4.1 Town Obligations.

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

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

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 42.005) (the “Developer WUP”), shall allocate and assign any increase or credit to the Town’s WUP will be allocated to the Development on a pro-rata basis.

#### 4.2 Developer Obligations.

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

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

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

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

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

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

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

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

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

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

intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

DEVELOPER: FGHG, LLC

3100 Cypress Gardens Rd  
Winter Haven FL 32558-41

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

Tula Hall  
135 N 6th St.  
Haines City FL 33844

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

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



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

**SECTION 16. TERMINATION AND REMEDIES.**

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

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

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

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

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

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

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

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.
- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

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

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

Executed by the parties on the date shown adjacent thereto:

**Developer**

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

By: [Signature]  
Managing Member

[Signature]  
Witness

[Signature]  
Witness

5/6/2024  
Date

**STATE OF FLORIDA  
COUNTY OF Polk**

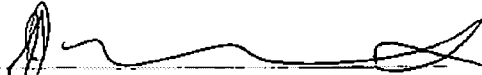
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 6<sup>th</sup> day of MAY, 2024, by Andrew Swain, as MANAGING MEMBER on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida  
Printed Name: DANNA L CHENIER  
My commission expires: 5-7-2027

*Town of Dundee:*

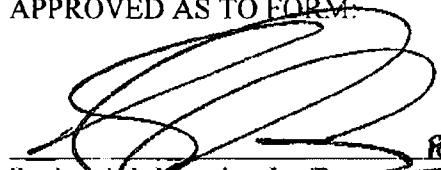
TOWN OF DUNDEE

By:   
Sam Pennant, Town Mayor

ATTEST:

  
Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

  
Frederick L. Murphy, Jr., Town Attorney

# EXHIBIT A

Item 7.

Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 1

## RESOLUTION NO. 22-52

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

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

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

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

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

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

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

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

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

Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 2

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

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

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

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

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

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

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

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

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

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



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

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

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


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

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

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Shores of lake Dell Certified Subdivision Plan.
- 8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.


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

**TOWN OF DUNDEE**




Mayor – Sam Pennant

ATTEST:

  
Town Clerk – Jenn Garcia

Approved as to form:

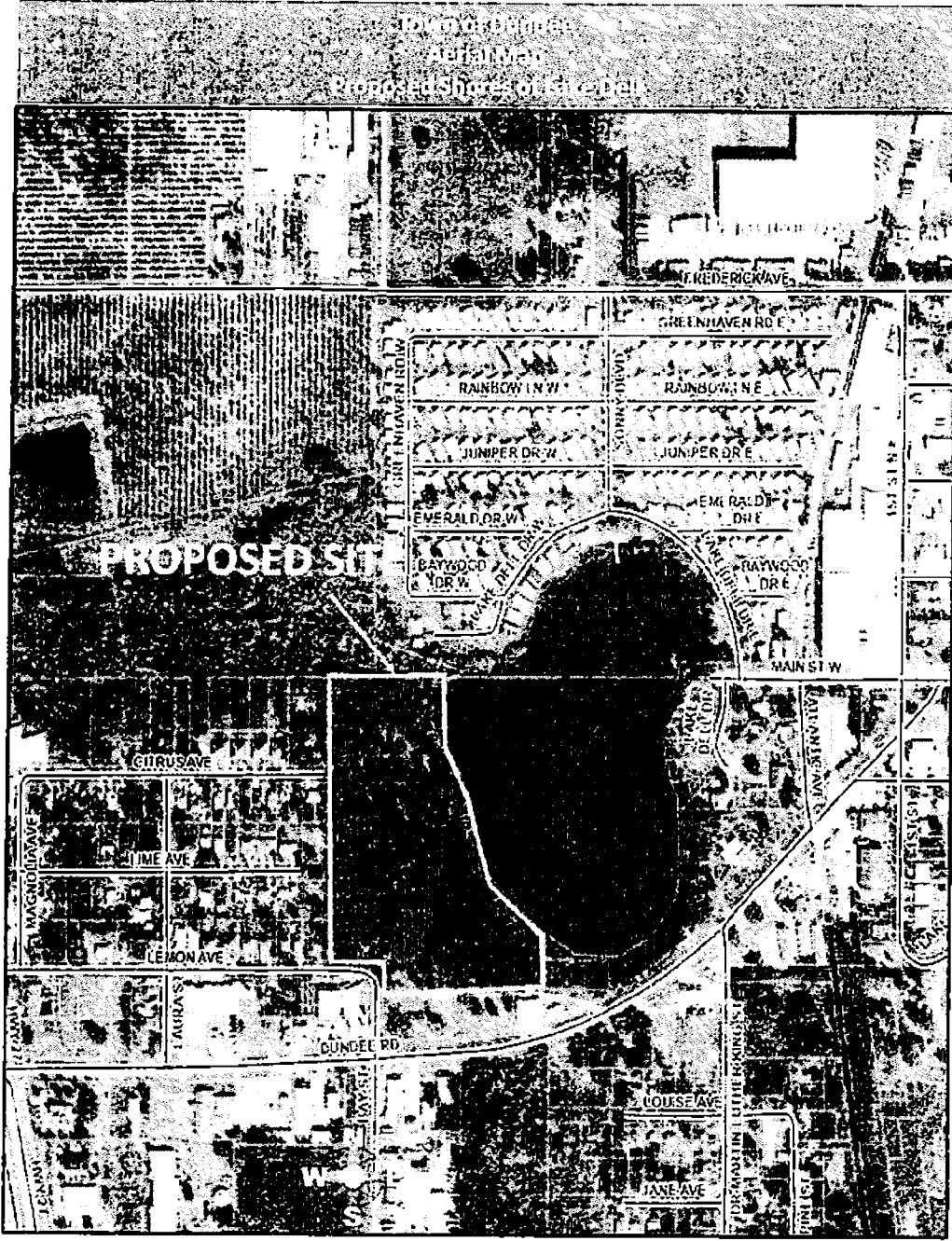
Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 6



Town Attorney - ~~Frederick J. Murphy, Jr.~~

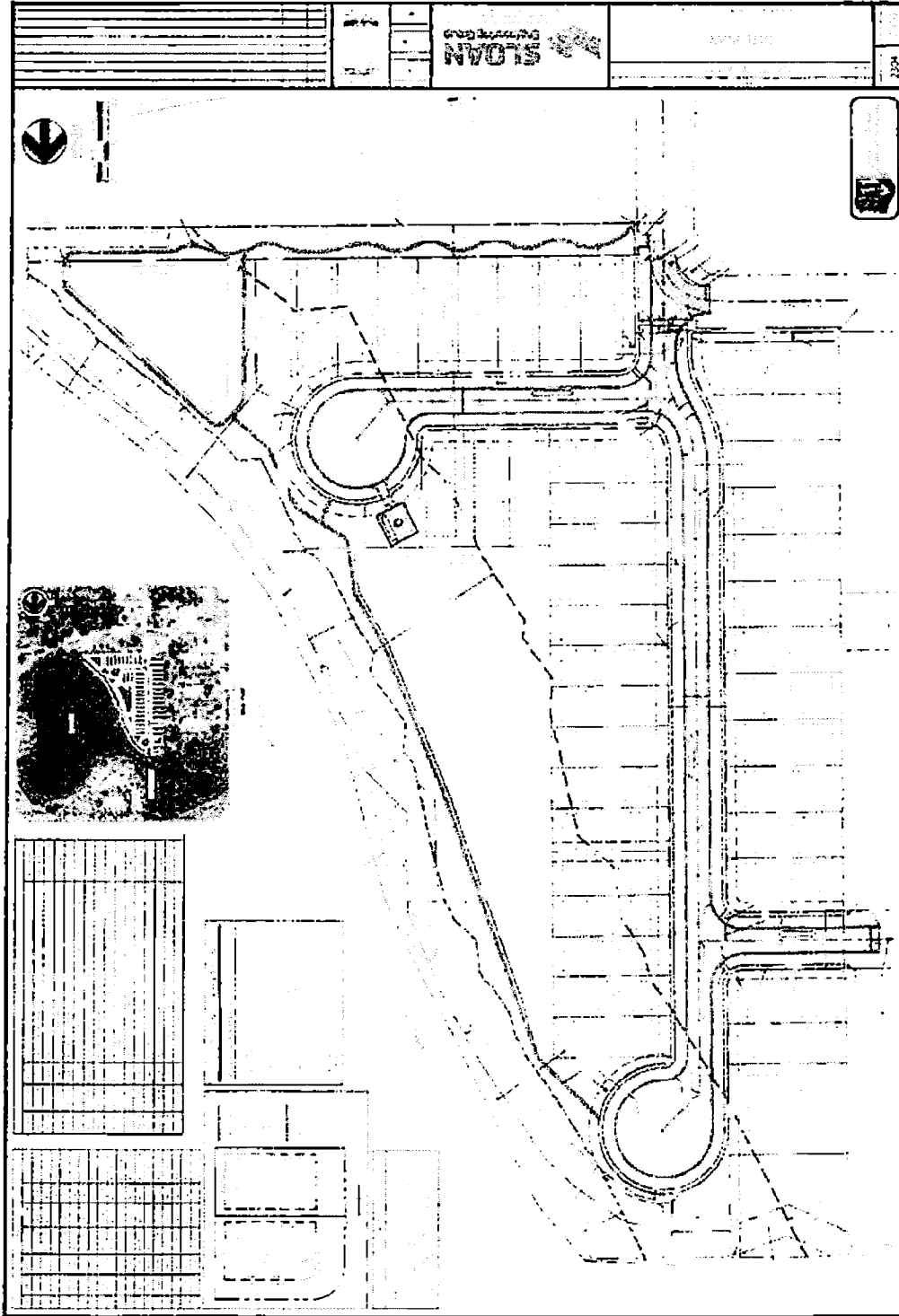
Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 7

**RESOLUTION 22-52 EXHIBIT A  
LOCATION MAP**



Resolution 22-50  
Crystal Lake Preserve Certified Subdivision Plan (CSP)  
Page 8

**RESOLUTION 22-52 EXHIBIT B  
CERTIFIED SUBDIVISION PLAN**



**RESOLUTION 22-52 EXHIBIT C  
ORDINANCE 21-19 EXHIBIT D**

ORDINANCE NO. 21-19  
Page 8

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

1. The Master Development Plan includes potential impacts to the secondary shoreline protection zone. If at the time of subdivision plan review, the applicant includes impacts in the secondary shoreline protection zone, the applicant will complete a mitigation plan consistent with Section 5.04.03, which may include the enhancement of Lake Dell's shoreline.

09/12/2024 12:45:46 PM

STACY M. BUTTERFIELD,

CLERK OF COURT POLK COUNTY  
**SPACE FOR RECORDING:**  
RECORDING FEES 69.30

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

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

## WATER SUPPLY ALLOCATION AGREEMENT

THIS WATER SUPPLY ALLOCATION AGREEMENT (the "Agreement") is made and entered into this 8th day of November 2022, by and between **TBHG**, an **LLC**, whose address is **3100 Cypress Gardens Road, Winter Haven, Florida 33884** (the "OWNER"), and the **TOWN OF DUNDEE, FLORIDA**, a municipal corporation created under the laws of the State of Florida ("TOWN").

### RECITALS

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

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

**SECTION 1. RECITALS**. The above-referenced Recitals (WHEREAS clauses) are true and correct and form a material part of this Agreement.

**SECTION 2. WATER ALLOCATION TRANSFER**. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. 42.005, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently **13,400 gallons per day** ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

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

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

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

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

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

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

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



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

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

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

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

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

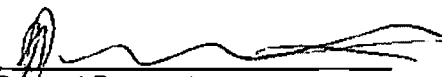
**IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 258, [LONEILL@TOWNOFDUNDEE.COM](mailto:LONEILL@TOWNOFDUNDEE.COM), 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

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

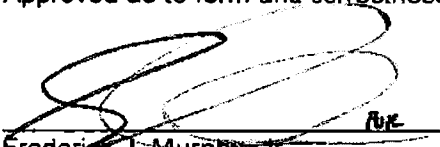
**ATTEST:**

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

  
\_\_\_\_\_  
Lita O'Neill  
Town Clerk

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

Approved as to form and correctness:

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

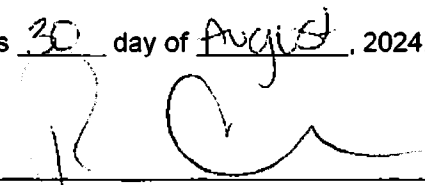
STATE OF FLORIDA  
COUNTY OF POLK

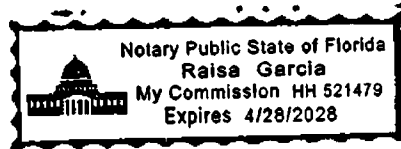
Before me, by means of  physical presence or  online notarization, the undersigned authority, this day personally appeared **SAMUEL PENNANT**, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced \_\_\_\_\_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

WITNESS my hand and official seal this 30 day of August, 2024.

My Commission expires:

04/28/28

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



Executed by the parties on the date shown adjacent thereto

**Developer**

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

By *[Signature]*  
\_\_\_\_\_ Managing Member

*[Signature]*  
\_\_\_\_\_ Witness

*[Signature]*  
\_\_\_\_\_ Witness

5/6/2024  
\_\_\_\_\_ Date

**STATE OF FLORIDA  
COUNTY OF Polk**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 6<sup>th</sup> day of MAY, 2024, by Andrew Sward, as MANAGING MEMBER on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification



*[Signature]*  
Notary Public, State of Florida  
Printed Name DANNA L CHENIER  
My commission expires: 5-7-2027

**EXHIBIT "A"**  
LEGAL DESCRIPTION & DEPICTION OF PROPERTY

**Exhibit "A"**  
**Legal Description of the Property**

All real property within the SHORES OF LAKE DELL, according to the Plat thereof, as recorded in Plat Book \_\_\_\_\_, Pages \_\_\_\_\_ and \_\_\_\_\_, Public Records of Polk County, Florida.

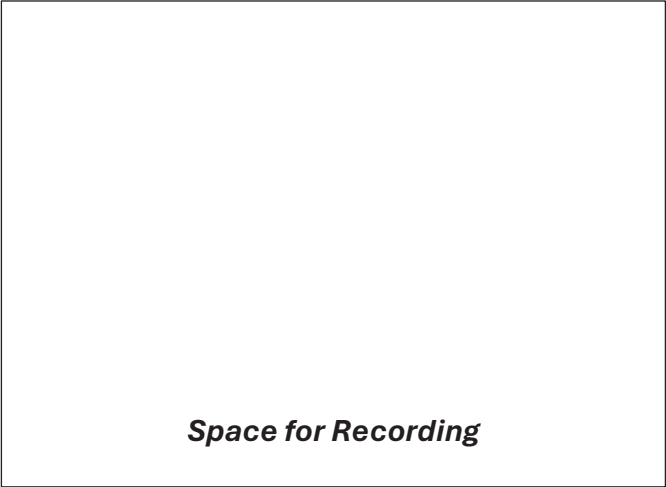
Also described as :

**LEGAL DESCRIPTION**

A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5, BLOCK 1, & LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 RUN SOUTH 00°51'13" EAST A DISTANCE OF 1305.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°18'39" EAST A DISTANCE OF 95.42 FEET; THENCE RUN SOUTH 39°11'50" EAST A DISTANCE OF 73.16 FEET; THENCE RUN SOUTH 26°02'08" EAST A DISTANCE OF 47.46 FEET; THENCE RUN SOUTH 27°32'30" EAST A DISTANCE OF 58.05 FEET; THENCE RUN SOUTH 26°20'54" EAST A DISTANCE OF 93.13 FEET; THENCE RUN SOUTH 28°38'45" EAST A DISTANCE OF 66.31 FEET; THENCE RUN SOUTH 26°15'19" EAST A DISTANCE OF 89.22 FEET; THENCE RUN SOUTH 14°51'15" EAST A DISTANCE OF 116.22 FEET; THENCE RUN SOUTH 15°29'08" EAST A DISTANCE OF 58.54 FEET; THENCE RUN SOUTH 26°06'45" EAST A DISTANCE OF 79.84 FEET; THENCE RUN SOUTH 27°29'12" EAST A DISTANCE OF 75.16 FEET; THENCE RUN SOUTH 35°03'36" EAST A DISTANCE OF 99.54 FEET; THENCE RUN SOUTH 44°20'28" EAST A DISTANCE OF 67.18 FEET; THENCE RUN SOUTH 48°33'37" EAST A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 52°03'58" EAST A DISTANCE OF 125.80 FEET; THENCE RUN SOUTH 47°42'36" EAST A DISTANCE OF 23.99 FEET; THENCE RUN SOUTH 00°39'25" EAST A DISTANCE OF 114.52 FEET TO A POINT ON THE NORTH LINE OF "PARCEL X" PER OFFICIAL RECORDS BOOK 9247, PAGE 1463 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE RUN SOUTH 89°27'00" WEST A DISTANCE OF 147.26 FEET TO THE NORTHWEST CORNER OF SAID "PARCEL X"; THENCE ALONG THE WEST LINE OF SAID "PARCEL X" RUN SOUTH 00°51'00" EAST A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THAT VACATED RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 8321, PAGE 1029, OFFICIAL RECORDS BOOK 8548, PAGE 1504, AND OFFICIAL RECORDS BOOK 9233, PAGE 2170, ALL RECORDED IN THE OFFICIAL RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THAT VACATED RIGHT-OF-WAY RUN SOUTH 89°27'00" WEST A DISTANCE OF 484.07 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THAT VACATED

RIGHT-OF-WAY, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAY STREET PER OFFICIAL RECORDS BOOK 9222, PAGE 506 AND OFFICIAL RECORDS BOOK 9222, PAGE 507, BOTH RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID NORTH HALF OF THAT VACATED RIGHT-OF-WAY AND THE EAST RIGHT-OF-WAY LINE OF SAID BAY STREET RUN NORTH 00°51'00" WEST A DISTANCE OF 33.52 FEET TO THE NORTHEAST CORNER OF SAID BAY STREET AS RECORDED IN SAID OFFICIAL RECORDS BOOK 9222, PAGES 506 & 507; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BAY STREET RUN SOUTH 89°09'00" WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LEMON AVENUE, AS PER THE PLAT OF SCENIC HEIGHTS, AS RECORDED IN PLAT BOOK 22, PAGE 21 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE RUN NORTH 00°51'00" WEST A DISTANCE OF 81.51 FEET TO THE NORTHEAST CORNER OF SAID LEMON AVENUE; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF LEMON AVENUE RUN NORTH 89°26'10" WEST A DISTANCE OF 204.21 FEET TO THE SOUTHEAST CORNER OF LOT 84 OF THE PLAT OF SCENIC HEIGHTS, AS RECORDED IN PLAT BOOK 22, PAGE 21; THENCE ALONG THE EAST LINE IF LOTS 31, 36, 79, AND 84 OF SAID PLAT OF SCENIC HEIGHTS RUN NORTH 00°44'12" WEST A DISTANCE OF 660.39 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CITRUS AVENUE PER SAID PLAT SCENIC HEIGHTS; THENCE DEPARTING SAID EAST LINE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN SOUTH 89°15'48" WEST A DISTANCE OF 2.30 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID PLAT SCENIC HEIGHTS; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE RUN NORTH 00°32'30" WEST A DISTANCE OF 299.73 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°18'39" EAST A DISTANCE OF 178.48 FEET RETURNING TO THE POINT OF BEGINNING.



**RESOLUTION NO. 24-27**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SHORES OF LAKE DELL" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "SHORES OF LAKE DELL" AND ACCEPTING A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SHORES OF LAKE DELL SUBDIVISION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: Northeast corner of the intersection of Bay Street and Lemon Avenue, Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Number 272828-846000-000010).**

**WHEREAS**, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S.

Town of Dundee  
Resolution No. 24-27  
Shores of Lake Dell Final Plat  
Maintenance Surety Bond

Chapter 166) and Article VIII, §2 of the Florida Constitution; and

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

**WHEREAS**, on November 8, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), adopted *Town of Dundee Resolution No. 22-52* (the "Resolution") conditionally approving the Certified Subdivision Plan (the "CSP") for the *Shores of Lake Dell residential subdivision* (the "Subdivision"); and

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

**WHEREAS**, pursuant to the Resolution (see **Exhibit "A"**), the Town Commission conditionally approved 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 (the "LDC") and the conditions set forth in the Resolution which included, but was not limited to, the condition that, prior to the issuance of a building permit for *any* structure located on or within the Subdivision, all required infrastructure systems and improvements required by the LDC, the Town of Dundee Code of Ordinances, the Resolution (see **Exhibit "A"**), and applicable Florida law are fully operational and accepted by the Town and/or entity with jurisdiction; and

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

**WHEREAS**, pursuant to the terms and conditions of *Town of Dundee Ordinance No. 24-10*, pending a satisfactory concurrency evaluation, the Subdivision was specifically and conditionally exempt from the Moratorium; and

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

**WHEREAS**, the applicant, **TBHG, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida (the "Owner" and/or



Town of Dundee  
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"Applicant"), is the owner of the below-described lands, which is the subject of the Subdivision, and submitted that certain plat entitled *Shores of Lake Dell* (the "Plat") for approval for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**) and

**WHEREAS**, copies of the Plat, Mortgagee Joinder and Consent, and Notice(s) of Termination of Notice of Commencement are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

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

**WHEREAS**, on September 19, 2024, the Bank of Central Florida executed that certain *Joinder and Consent to the Plat and The Dedications and Reservations Shown Thereon (Shores of Lake Dell)* (the "Mortgagee Joinder and Consent") (see **Composite Exhibit "B"**) which was recorded in Official Records Book 13271, Page(s) 1939-1940, public records of Polk County, Florida; and

**WHEREAS**, on September 24, 2024, the Notice of Termination of Notice of Commencement was executed and thereafter recorded in Official Records Book 13278, Page 212, public records of Polk County, Florida, which terminated the Notice of Commencement recorded in Official Records Book 13122, Page 1524, public records of Polk County, Florida; and

**WHEREAS**, on September 23, 2024, the Notice of Termination of Notice of Commencement was executed and thereafter recorded in Official Records Book 13278, Pages 213-214, public records of Polk County, Florida, which terminated the Notice of Commencement recorded in Official Records Book 13008, Page 1442, public records of Polk County, Florida; and

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

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

Town of Dundee  
 Resolution No. 24-27  
 Shores of Lake Dell Final Plat  
 Maintenance Surety Bond

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

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

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

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

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

**WHEREAS**, a copy of the Engineer’s Certificate, Acknowledgment, and Town of Dundee Developer Infrastructure Form (collectively referred to as the “COC Documents”) are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

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

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

**WHEREAS**, on December 10, 2024, at a duly noticed public meeting, the Town Commission considered the *applicant-initiated* request for approval of the Plat (see **Composite Exhibit “B”**) for filing and Town acceptance of the dedications notated

Town of Dundee  
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Shores of Lake Dell Final Plat  
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thereon; and

**WHEREAS**, on December 10, 2024, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat (see **Composite Exhibit “B”**) for approval and recording; and

**WHEREAS**, on December 10, 2024, the Town Commission found that approval of the Plat (see **Composite Exhibit “B”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution (see **Exhibit “A”**), and the Town of Dundee Land Development Code; and

**WHEREAS**, on December 10, 2024, the Town Commission held a duly noticed public hearing in order to approve the Plat (see **Composite Exhibit “B”**) and accept the Maintenance Bond (see **Composite Exhibit “C”**), confirm and ratify the Town’s affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled *Shores of Lake Dell* and found that the approval of this **Resolution No. 24-27** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 24-27** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this **Resolution No. 24-27** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.**

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

**Section 2. Plat Acceptance.**

The applicant, **TBHG, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida (the "Owner" and/or "Applicant"), is the owner

Town of Dundee  
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of the real property, which is the subject of that certain plat entitled *Shores of Lake Dell* (the "Plat") and described in **Composite Exhibit "B"** which is attached hereto and incorporated herein by reference.

The Town Commission of the Town of Dundee (the "Town Commission") having been otherwise fully advised in the premises hereby approves the Plat (see **Composite Exhibit "B"**) for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**); and the Town Commission hereby confirms and ratifies the Town's acceptance of the dedications to the general public and Town of Dundee, Florida, as notated on the Plat (see **Composite Exhibits "B" and "C"**) which includes, but not limited to, the rights-of-way, utility easements, and infrastructure in accordance with Chapter 177, Florida Statutes.

On December 10, 2024, at a duly noticed public meeting, the Plat (see **Composite Exhibit "B"**) was presented to and reviewed by the Town Commission; and, on December 10, 2024, the Town Commission having been otherwise fully advised in the premises approves the Plat for filing and authorizes the Mayor and Town Clerk to sign the copy of the Plat to be recorded.

### **Section 3. Maintenance Bond.**

Pursuant to the Resolution (see **Exhibit "A"**) and applicable law, the Applicant has provided a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond"), which is attached hereto as **Composite Exhibit "C"** and made a part hereof, issued by The Ohio Casualty Insurance Company in the sum of **\$124,092.33**, or 10% of the cost of all dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, for the *Shores of Lake Dell Subdivision* (the "Subdivision") as shown on the Plat (see **Composite Exhibit "B"**) and more specifically described in the COC Documents (see **Composite Exhibit "D"**) which shall warrant and indemnify the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials for a period of one (1) year and thirty (30) days from the effective date of this **Resolution No. 24-27** accepting the improvements.

### **Section 4. Authorization.**

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 24-27** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements as depicted by the Plat (see **Composite Exhibit "B"**) and more specifically described and/or identified in the COC Documents (see **Composite Exhibit "D"**).

**Section 5. Conflicts.**

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 24-27** full force and effect.

**Section 6. Severability.**

The provisions of this **Resolution No. 24-27** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 24-27**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 24-27**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 24-27** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 24-27** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-27** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 24-27**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 24-27**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 7. Administrative Correction of Scrivener's Errors.**

It is the intention of the Town Commission that sections of this **Resolution No. 24-27** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 24-27** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

**Section 8. Effective Date.**

This **Resolution No. 24-27** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

Town of Dundee  
Resolution No. 24-27  
Shores of Lake Dell Final Plat  
Maintenance Surety Bond

Item 7.

**INTRODUCED AND PASSED** by the Town Commission of the Town of Dundee, Florida, in Regular Session this 10th day of December 2024.

**TOWN OF DUNDEE**

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

ATTEST WITH SEAL:

\_\_\_\_\_  
Lita O'Neill, Town Clerk

Approved as to form:

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

**RESOLUTION NO. 22-52**

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

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

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

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

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

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

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

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

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

Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 2

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

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

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

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

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

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

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

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

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



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

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

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

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

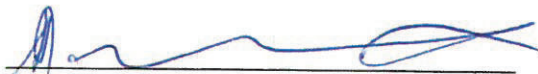
- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the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

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

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Shores of lake Dell Certified Subdivision Plan.
- 8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

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

**TOWN OF DUNDEE**



Mayor – Sam Pennant

ATTEST:

  
Town Clerk – Jenn Garcia

Approved as to form:

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



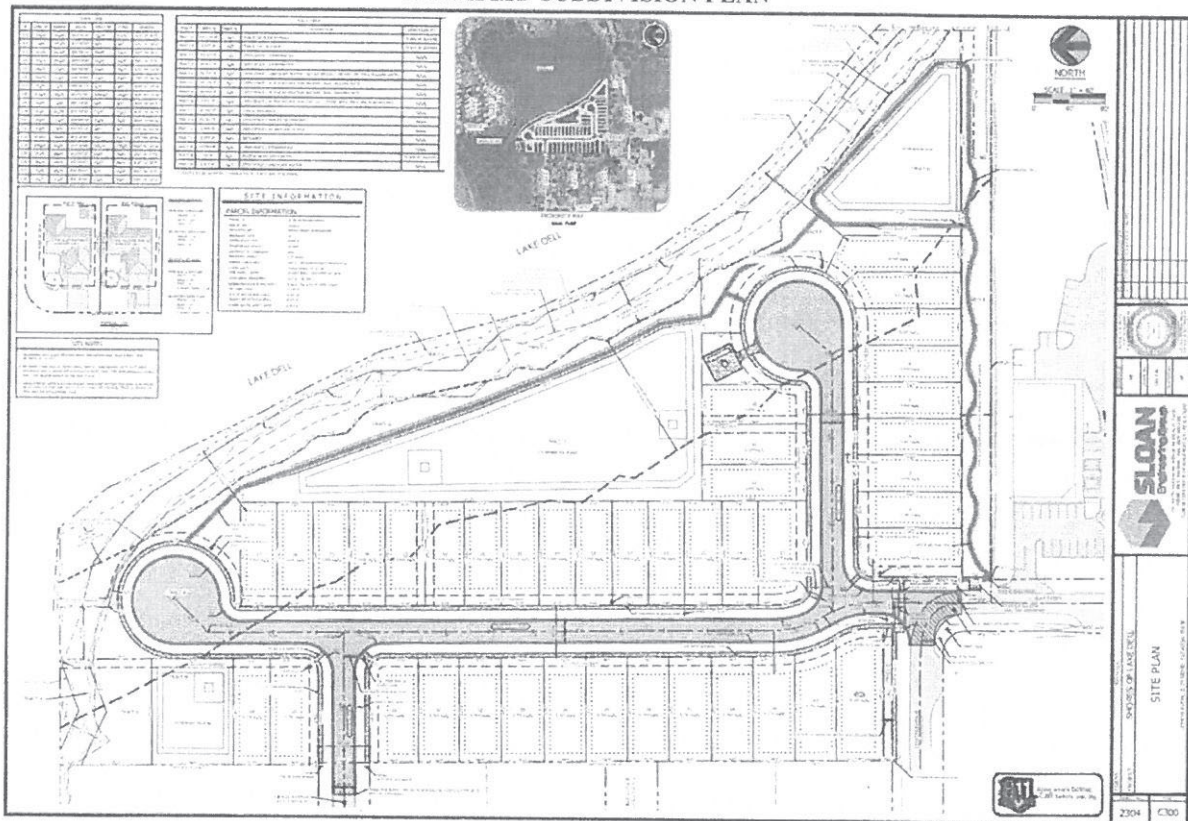
Town Attorney - Frederick J. Murphy, Jr.

### RESOLUTION 22-52 EXHIBIT A LOCATION MAP



Resolution 22-50  
Crystal Lake Preserve Certified Subdivision Plan (CSP)  
Page 8

### RESOLUTION 22-52 EXHIBIT B CERTIFIED SUBDIVISION PLAN



Resolution 22-52  
Shores of Lake Dell Certified Subdivision Plan (CSP)  
Page 9

**RESOLUTION 22-52 EXHIBIT C  
ORDINANCE 21-19 EXHIBIT D**

**ORDINANCE NO. 21-19**  
Page 8

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

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



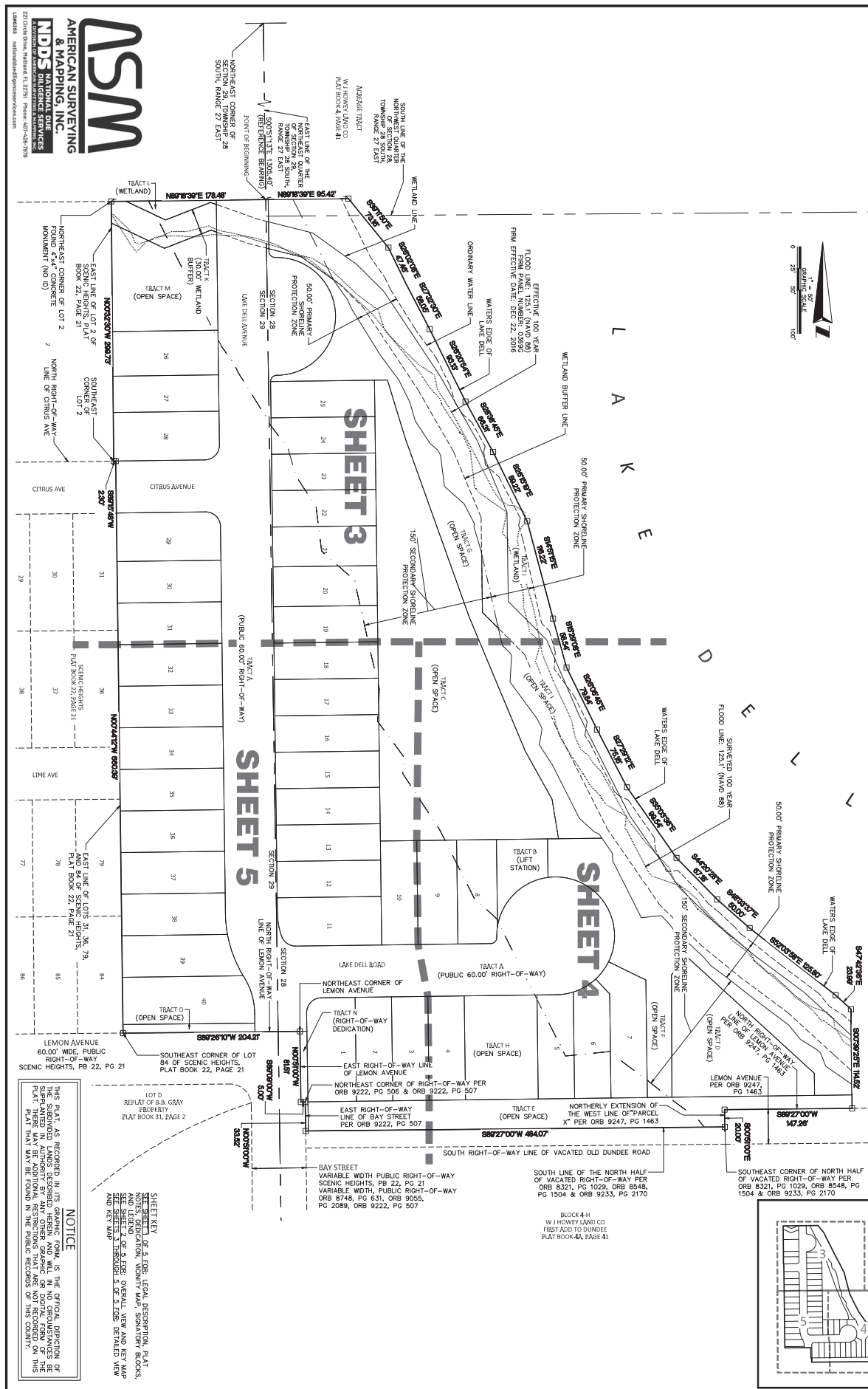
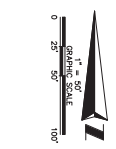




A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, ALL RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

# SHORES OF LAKE DELL

SHEET 2 OF 5  
PLAT BOOK PAGE



**ASIM**  
**AMERICAN SURVEYING & MAPPING, INC.**  
**INDS. DISTRICT SERVICES**  
 221 Church Street, Tallahassee, FL 32301 Phone: 907-842-7878  
 1484834 info@asimindustrial.com

**NOTICE**

THIS PLAT WAS RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE RECONSIDERED OR REOPENED FOR REVISION. THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE RECONSIDERED OR REOPENED FOR REVISION. THE SUBDIVISION LOTS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE RECONSIDERED OR REOPENED FOR REVISION.

**SHEET KEY**

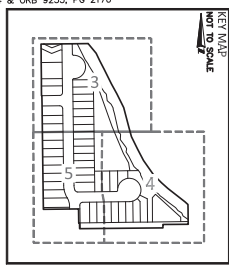
SHEET 1 OF 5: LEGAL DESCRIPTION, PLAT NUMBER, LOCATION, VENDOR NAME, SIGNATORY BLOCKS, SEE SHEET 2 OF 5 FOR OVERALL VIEW AND KEY MAP AND KEY MAP.

SHEET 2 OF 5: LEGAL DESCRIPTION, PLAT NUMBER, LOCATION, VENDOR NAME, SIGNATORY BLOCKS, SEE SHEET 1 OF 5 FOR OVERALL VIEW AND KEY MAP AND KEY MAP.

SHEET 3 OF 5: LEGAL DESCRIPTION, PLAT NUMBER, LOCATION, VENDOR NAME, SIGNATORY BLOCKS, SEE SHEET 1 OF 5 FOR OVERALL VIEW AND KEY MAP AND KEY MAP.

SHEET 4 OF 5: LEGAL DESCRIPTION, PLAT NUMBER, LOCATION, VENDOR NAME, SIGNATORY BLOCKS, SEE SHEET 1 OF 5 FOR OVERALL VIEW AND KEY MAP AND KEY MAP.

SHEET 5 OF 5: LEGAL DESCRIPTION, PLAT NUMBER, LOCATION, VENDOR NAME, SIGNATORY BLOCKS, SEE SHEET 1 OF 5 FOR OVERALL VIEW AND KEY MAP AND KEY MAP.

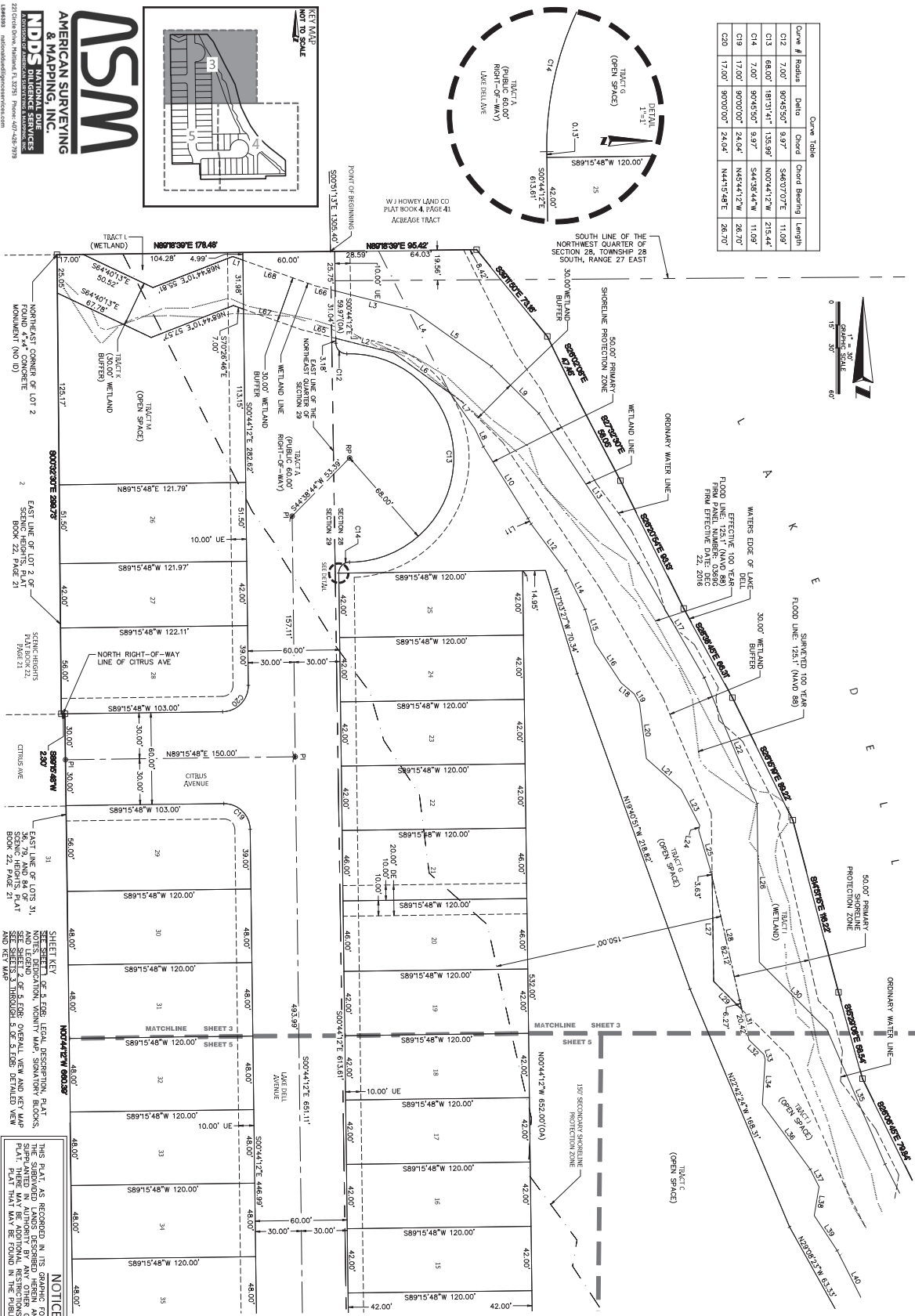
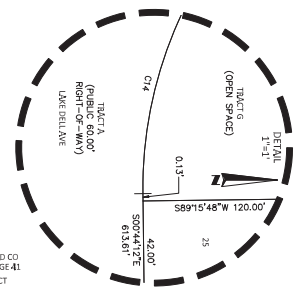


A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

### SHORES OF LAKE DELL

SHEET 3 OF 5  
PLAT BOOK PAGE

Curve #	Radius	Chord	Chord Bearing	Length
C12	7.00'	90°45'50"	S46°07'07"E	11.09'
C13	68.00'	181°31'41"	N00°41'27"W	215.44'
C14	7.00'	90°45'50"	S44°38'44"W	11.09'
C19	17.00'	90°00'00"	N45°41'27"W	26.30'
C20	17.00'	90°00'00"	N44°15'48"E	26.30'



Line #	Direction	Length
L1	S70°26'46"E	7.07'
L2	S75°22'02"E	38.27'
L3	S75°22'02"E	52.44'
L4	S68°12'21"E	104.06'
L5	N64°29'42"W	44.52'
L6	N64°29'42"W	44.52'
L7	S40°24'46"E	28.25'
L8	S20°48'47"E	13.00'
L9	S45°10'19"E	43.67'
L10	S31°27'48"E	55.08'
L11	S28°03'32"E	4.17'
L12	S36°38'13"E	37.95'
L13	S33°56'42"E	117.36'
L14	S32°58'49"E	28.34'
L15	S10°00'02"E	22.86'
L16	S53°24'32"E	30.89'
L17	S29°34'43"E	66.23'
L18	S49°29'08"E	11.44'
L19	S20°33'38"E	7.02'
L20	S07°07'47"E	36.28'
L21	S46°30'02"E	30.25'
L22	S22°41'27"E	89.30'
L23	S27°11'07"E	26.44'
L24	S12°09'37"W	3.32'
L25	S16°24'46"E	28.44'
L26	S00°42'24"E	103.36'
L27	S00°42'24"E	67.89'
L28	S12°33'42"E	85.15'
L29	S45°00'25"E	25.97'
L30	S45°00'25"E	62.71'
L31	S13°43'51"E	26.69'
L32	S43°17'02"E	13.52'
L33	S19°41'27"E	3.22'
L34	S03°29'03"W	29.57'
L35	S23°31'17"E	96.36'
L36	S36°24'21"E	52.67'
L37	S56°42'39"E	12.80'
L38	S09°30'07"W	18.07'
L39	S33°16'46"E	27.29'
L40	S06°48'27"E	69.32'
L45	S75°52'20"E	23.03'
L46	N75°52'20"W	13.65'
L47	N70°26'46"W	40.23'
L48	N70°26'46"W	48.80'

**ASPM**  
AMERICAN SURVEYING & MAPPING, INC.  
NATIONAL DUE DILIGENCE SERVICES  
221 Church Street, Tallahassee, FL 32301 Phone: 907-478-2979  
tallahassee@americanmappers.com

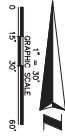


**NOTICE**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SHORELINE PROTECTION ZONE FOR ORDINARY WATER. IN ORDER TO CONFIRM THE LOCATION, WIDTH AND LEGEND OF THE SHORELINE PROTECTION ZONE, THE ORIGINAL VIEW AND KEY MAP SHEET 2, AND THE ORIGINAL VIEW AND KEY MAP SHEET 3, MUST BE REFERENCED. THIS PLAT MAY BE ADDED TO THE PUBLIC RECORDS OF THIS COUNTY.

# SHORES OF LAKE DELL

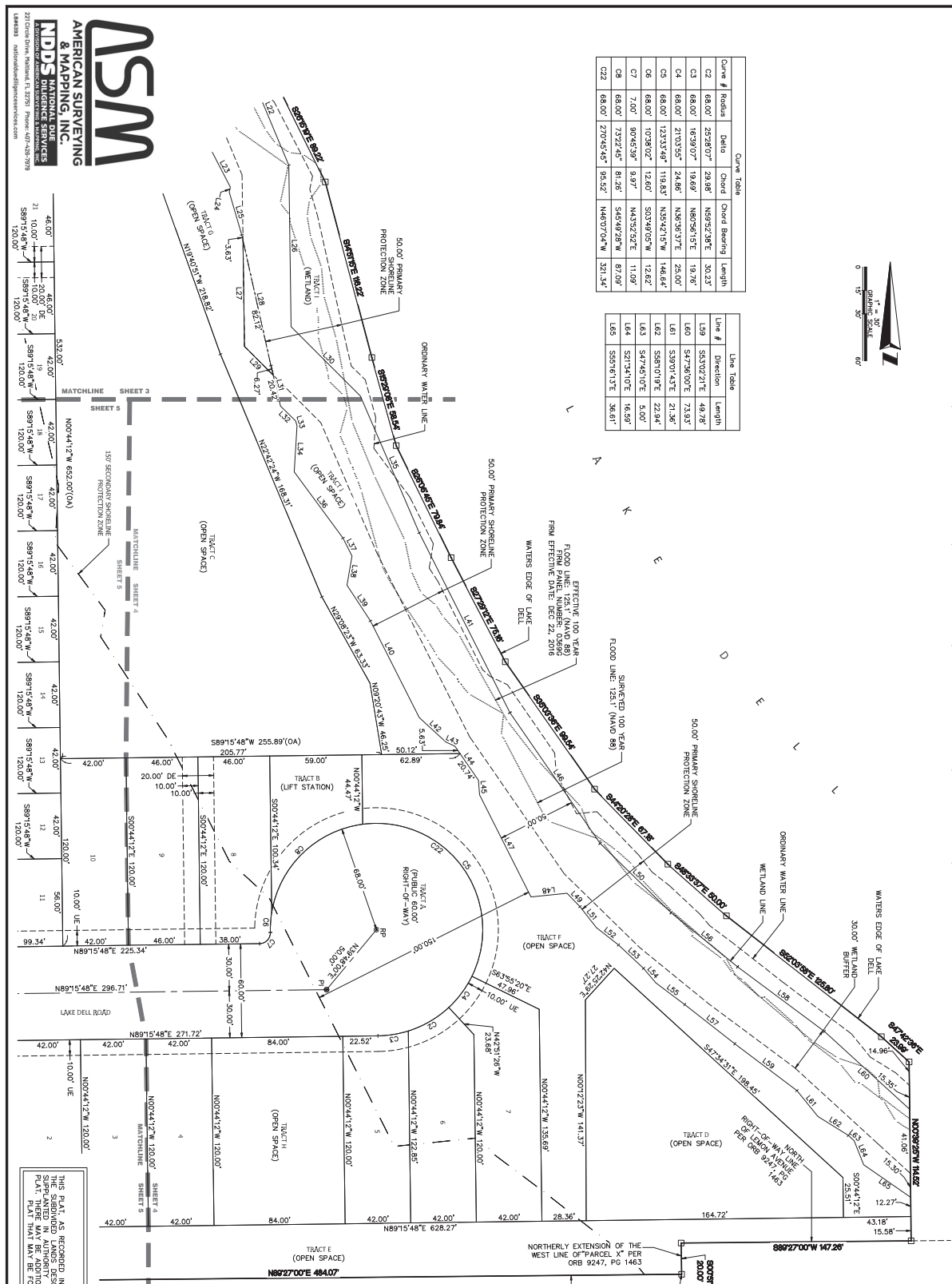
SHEET 4 OF 5  
 PLAT BOOK PAGE

A REPLAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.



Curve #	Radius	Delta	Chord	Chord Bearing	Length
C2	68.00'	2928.07'	29.98'	N89°52'38"E	30.23'
C3	68.00'	1639.07'	19.69'	N80°56'15"E	19.76'
C4	68.00'	2103.97'	24.86'	N87°56'37"E	25.00'
C5	68.00'	1233.94'	19.33'	N53°42'15"W	19.644'
C6	68.00'	1028.02'	12.80'	S03°49'05"W	12.62'
C7	7.00'	90°45'38"	9.97'	N43°52'28"W	11.09'
C8	68.00'	7322.45'	81.26'	S45°49'28"W	87.09'
C22	68.00'	2704.45'	95.92'	N46°57'04"W	121.34'

Line #	Direction	Length
L59	S53°02'31"E	49.78'
L60	S47°38'00"E	73.93'
L61	S39°01'43"E	21.36'
L62	S58°01'07"E	22.94'
L63	S47°45'10"E	5.00'
L64	S21°34'10"E	16.89'
L65	S59°16'13"E	36.61'



Line #	Direction	Length
L10	S07°07'47"E	36.28'
L11	S48°30'00"E	30.26'
L12	S22°41'27"E	69.30'
L13	S27°21'10"E	26.41'
L14	S7°09'37"W	3.32'
L15	S12°44'48"E	28.44'
L16	S00°48'24"E	103.36'
L17	S00°48'24"E	67.89'
L18	S7°13'45"E	65.75'
L19	S45°00'29"E	25.97'
L20	S45°00'29"E	62.71'
L21	S17°24'52"E	28.69'
L22	S45°17'10"E	13.52'
L23	S19°41'27"E	3.22'
L24	S19°41'27"E	28.69'
L25	S02°29'03"W	29.57'
L26	S53°02'31"E	95.36'
L27	S52°24'21"E	92.87'
L28	S29°50'07"W	19.01'
L29	S39°42'39"E	12.80'
L30	S39°42'39"E	27.28'
L31	S39°42'39"E	69.32'
L32	S39°42'39"E	128.91'
L33	S47°28'16"E	23.62'
L34	S47°28'16"E	6.57'
L35	S04°50'41"E	28.36'
L36	S34°11'57"E	9.46'
L37	S34°11'57"E	101.67'
L38	S34°11'57"E	73.93'
L39	S45°06'42"E	63.53'
L40	S45°06'42"E	17.07'
L41	S51°53'48"E	21.96'
L42	S40°56'10"E	23.16'
L43	S40°56'10"E	54.89'
L44	S51°33'40"E	40.71'
L45	S52°24'42"E	69.24'

**KEY MAP**  
 NOT TO SCALE

**NOTICE**  
 THIS PLAT WAS REPRODUCED IN ITS ENTIRETY FROM THE ORIGINAL SURVEY RECORDS OF THE SURVEYOR. THE SURVEYOR HAS REVIEWED THE ORIGINAL RECORDS AND HAS FOUND THEM TO BE CORRECT AND COMPLETE. THE SURVEYOR HAS REVIEWED THE ORIGINAL RECORDS AND HAS FOUND THEM TO BE CORRECT AND COMPLETE. THE SURVEYOR HAS REVIEWED THE ORIGINAL RECORDS AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.

**SHEET KEY**  
 OF 5 PAGES. LEGAL DESCRIPTION, PLAT NOTES, REVISIONS, ADJUSTMENT MAP, SIGNATURE BLOCKS, AND LEGEND OF 5 PAGES. OVERALL VIEW AND KEY MAP ARE SHOWN ON SHEET 1. THIS SHEET IS SHEET 4 OF 5 PAGES. DETAILED VIEW AND KEY MAP.

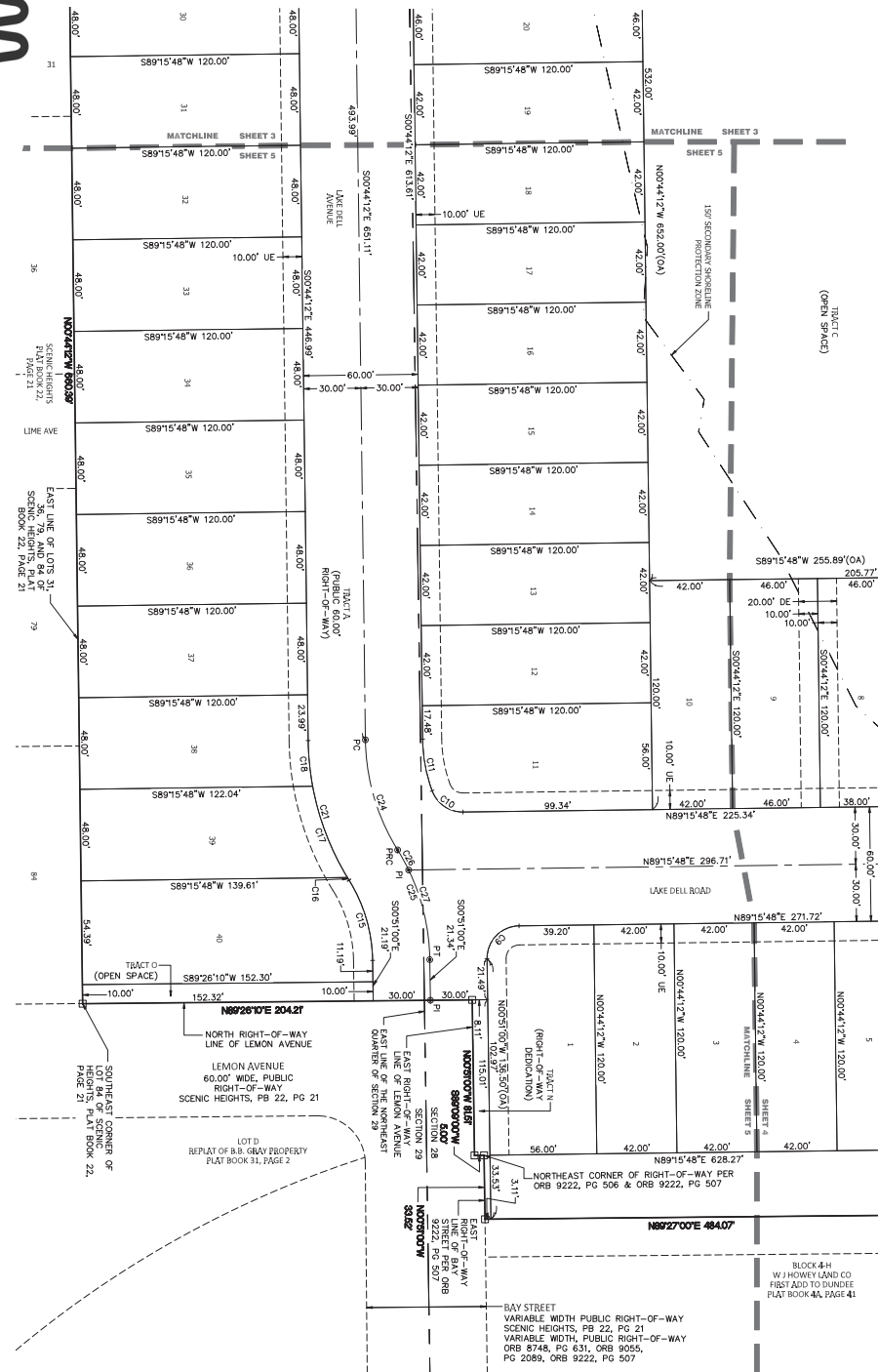
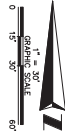
**ASPM**  
 AMERICAN SURVEYING & MAPPING, INC.  
 NATIONAL DUE DILIGENCE SERVICES  
 227 Church Street, Suite 111, Tallahassee, FL 32301  
 Phone: 904-762-0729  
 Fax: 904-762-0729  
 Email: info@aspm.com

A REPEAT OF LOTS A THROUGH C OF THE RE-PLAT OF B.B. GRAY PROPERTY, RECORDED IN PLAT BOOK 31, PAGE 2, LOT 5 BLOCK 1, AND LOT 7, BLOCK 2 OF THE PLAT OF LAKE DELL HEIGHTS, RECORDED IN PLAT BOOK 15, PAGE 45, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, WITHIN SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

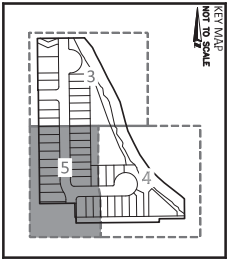
SHORES OF LAKE DELL

SHEET 5 OF 5

PLAT BOOK PAGE



Curve #	Radius	Delta	Chord	Chord Bearing	Length
C3	17.02'	90°00'00"	24.07'	S44°22'44"W	28.73'
C10	17.00'	70°40'10"	19.86'	S55°24'05"E	20.97'
C11	82.00'	191°95'00"	27.53'	S10°24'40"E	27.67'
C18	82.00'	31°01'25"	43.86'	N65°21'44"W	44.40'
C17	142.00'	0°40'05"	1.66'	S37°32'26"E	1.66'
C18	142.00'	20°44'15"	51.11'	S20°50'16"E	51.39'
C21	142.00'	9°43'58"	24.09'	S05°30'11"E	24.12'
C24	112.00'	31°01'17"	78.23'	S16°18'20"E	77.17'
C25	112.00'	31°01'25"	60.12'	S16°18'20"E	60.87'
C28	112.00'	6°08'54"	12.01'	N65°21'44"W	60.65'
C27	112.00'	24°52'34"	48.25'	N31°17'17"W	48.63'



**NOTICE**  
THIS PLAT IS REPRODUCED IN ITS ENTIRETY FROM THE ORIGINAL RECORDS OF THE POLK COUNTY RECORDS DEPARTMENT. THE POLK COUNTY RECORDS DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND WILL IN NO CIRCUMSTANCES BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS. THE POLK COUNTY RECORDS DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND WILL IN NO CIRCUMSTANCES BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS. THE POLK COUNTY RECORDS DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND WILL IN NO CIRCUMSTANCES BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS.

**ASPM**  
AMERICAN SURVEYING & MAPPING, INC.  
NATIONAL DUE DILIGENCE SERVICES  
221 CHESAIRE DRIVE, MIAMI BEACH, FL 33139 Phone: 305-426-7878  
LMI04834 info@aspm.com aspm.com





**INSTR # 2024216940**  
BK 13271 Pgs 1939-1940 PG(s) 2  
RECORDED 09/19/2024 12:53:33 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY jeanboyl

Return to and prepared by:  
Tula Michele Haff, Attorney at Law  
135 N. 6th Street, Second Floor  
Haines City, Florida 33844  
Telephone: 863-421-2626

**JOINDER AND CONSENT TO THE PLAT  
AND THE DEDICATIONS AND RESERVATIONS SHOWN THEREON  
(SHORES OF LAKE DELL)**

The undersigned hereby certifies that it is the holder of the Commercial Mortgage and Security Agreement, between TBHG, LLC and Bank of Central Florida, dated February 14, 2024, recorded February 15, 2024 in OR Book 13008, Page 1428, Public Records of Polk County, Florida upon the real property described in that certain plat entitled SHORES OF LAKE DELL (the "Plat") and that the undersigned hereby joins in and consents to the Plat and the dedications of the lands and reservations described in and/or by the Plat, and agrees that its mortgage, lien or other encumbrance, as it has been, and as it may be, modified, amended, and assigned from time to time, shall be subordinated to the conveyances, dedications, and reservations provided for in and/or by the Plat. This joinder is being executed in accordance with and as required by Section 177.081(2), Florida Statutes, and is intended to serve as a "separate instrument" pursuant to such section.

Signed, sealed and delivered  
in the presence of:

Bank of Central Florida

Michele Hardcastle  
Witness #1

BY: William B Boyle

Michele Hardcastle  
Printed Name

William B Boyle  
Printed Name

1748 Huckleberry Hill Tr.  
Address of Witness #1  
Frostproof FL 33843

Title: VP Commercial Banking

Sheldon Williams  
Witness #2

Sheldon Williams  
Printed Name

201 3rd Street SW Winter Haven, FL 33880  
Address of Witness #2

(Signature of **TWO** witnesses required by Florida law)

PROJECT:  
PLAT NAME: SHORES OF LAKE DELL

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of September, 2024, by William Boyte as VP of Bank of Central Florida, on behalf of the company. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

Michele Marie Hardcastle  
Notary Signature



\_\_\_\_\_  
Printed Notary Name  
Notary Public in and for the County and State aforesaid

My Commission Expires: \_\_\_\_\_

THIS JOINDER AND CONSENT TO THE PLAT IS BEING RECORDED TO CORRECT THAT CERTAIN JOINDER AND CONSENT DATED SEPTEMBER 16, 2024, FILED FOR RECORD SEPTEMBER 18, 2024 IN O.R. BOOK 13268, PAGE 1770, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.





Prepared by:



INSTR # 2024221384  
BK 13278 Pg 212 PG(s)1  
RECORDED 09/25/2024 10:33:24 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$10.00  
RECORDED BY jeanboyl

Return to: **BANK OF CENTRAL FLORIDA**  
**5015 S. FLORIDA AVE**  
**LAKE LAND FL 33813**

**NOTICE OF TERMINATION OF NOTICE OF COMMENCEMENT**

The undersigned hereby informs all concerned that the undersigned will **TERMINATE** that certain Notice of Commencement dated 5/20/2024, recorded in **POLK** County, Florida as **OFFICIAL RECORDS INSTRUMENT NUMBER** 2024116952 in **BOOK** 13122, **PAGE** 1524.

In accordance with Section 713.132, Florida Statutes, the following information is provided:

- 1. This Notice of Termination applies to all real property described in the Notice of Commencement, unless a legal description is set forth below this paragraph (in which case this termination is effective only as to the property described on this Notice of Termination).

Legal description of the property: 27-28-28-846000-000010  
NEIGHBORHOOD 6666.24 Subdivision Gray B B Property Replat PB 31 PG 2  
Street address (if available): 8 OLD HIGHWAY 542, DUNDEE FL 33838

- 2. The date and recording information of the Notice of Commencement being terminated is described above.
- 3. The Notice of Commencement shall be terminated as of \_\_\_\_\_, (which date may not be earlier than 30 days after this Notice of Termination is recorded). If no date is inserted in the previous blanks, the Notice of Commencement will be terminated 30 days from the date of recording this Notice of Termination.
- 4. All lienors have been paid in full. Prior to the recording of this termination, owner has served a copy of said termination to the contractor and one to each lienor who has given notice.

[Signature]  
Owner's Signature

ANDREW SWAIN  
Owner's printed or typed name

3100 CYPRESS GARDENS ROAD, WINTER HAVEN FL, 33884  
Address

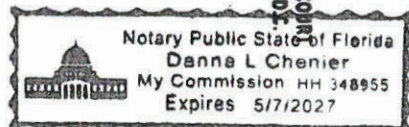
State of FLORIDA  
County of POLK

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 24th day of SEPTEMBER, 2024 by ANDREW SWAIN who is  personally known to me OR produced \_\_\_\_\_ as identification.

Notary Signature and Seal [Signature]



STATE OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on \_\_\_\_\_  
By [Signature]  
STACY M. BUTTERFIELD, CPA, CLERK CIRCUIT COURT OF POLK COUNTY, FLORIDA





INSTR # 2024221385  
BK 13278 Pgs 213-214 PG(s)2  
RECORDED 09/25/2024 10:33:24 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY jeanboyl

Prepared by:  
Bank of Central Florida  
5015 S. Florida Ave.  
Lakeland FL 33813

**NOTICE OF TERMINATION  
OF NOTICE OF COMMENCEMENT**

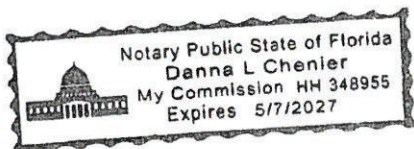
STATE OF FLORIDA  
COUNTY OF POLK

The undersigned hereby gives Notice of Termination of the Notice of Commencement recorded February 15, 2024 in O.R. Book 13008, Pages 1442-1444, of the public records of Polk County, Florida.

1. **Description of Property:** Street Address: Old Hwy 542, Dundee, Florida  
See Exhibit "A"
2. **General description of Improvements:** Subdivision Improvements
3. **Owner Information:**
  - (a) TBHG, LLC
  - (b) Owner's Interest in Property: Fee Simple
4. **Contractor:**
  - (a) Name:
  - (b) Address:
5. Pursuant to Florida Statutes, Section 713.132, the Notice of Commencement is terminated as of 30 days after the Notice of Termination is recorded.
6. This Notice of Termination applies to all real property subject to the Notice of Commencement.
7. To the best of Owner's knowledge, all lienors have been paid in full.
8. A copy of this document is being provided to the Contractor and to anyone who has provided Owner or its designee with a Notice to owner as provided in Florida Statutes Section 713.06(2)(c)(d).

By: \_\_\_\_\_  
Ian B. Prince, Manager

The foregoing instrument was acknowledged before me on this 23<sup>rd</sup> day of September, 2024 by Ian B. Prince, by means of  physical presence or  online notarization who  is personally known to me or who [ ] has produced \_\_\_\_\_ as identification.



*Danna L Chenler*  
Notary Public  
My commission expires: 5-7-2024

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

EXHIBIT "A"

Lots A, B, and C, REPLAT OF B.B. GRAY PROPERTY, according to the map or plat thereof as recorded in Plat Book 31, Page 2, of the Public Records of Polk County, Florida.

AND

Lot 5, Block 1, LAKE DELL HEIGHTS, according to the map or plat thereof as recorded in Plat Book 15, Page 45, of the Public Records of Polk County, Florida.

AND

Lot 7, Block 2, LAKE DELL HEIGHTS, according to the map or plat thereof as recorded in Plat Book 15, Page 45, of the Public Records of Polk County, Florida.

AND

The North 1/2 of vacated Old Dundee Road lying South of the same. LESS AND EXCEPT road right of way described in Deed recorded in Official Records Book 9222, Page 506, of the Public Records of Polk County, Florida, and LESS AND EXCEPT that property described in Deed recorded in Official Records Book 9247, Page 1463, of the Public Records of Polk County, Florida.



STATE OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 9/25/14  
This copy has been reviewed, and if required by law, redacted.  
STACY M. BUTTERFIELD, CPA, CLERK CIRCUIT COURT  
By [Signature] D.C.



TOWN OF DUNDEE, FLORIDA  
RESIDENTIAL MAINTENANCE BOND

Bond No. 41K237609

KNOWN ALL MEN BY THESE PRESENTS, that we, TBHG, LLC  
\_\_\_\_\_ as **Principal**, and The Ohio Casaulty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The **Town of Dundee, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Twenty Four Thousand Ninety Two Dollars and Thirty Three Cents (\$ 124,092.33 ), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

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

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

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

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

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

1. If the Principal shall warrant and indemnify for a period of Two (2) years following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Shores of Lake Dell \_\_\_\_\_ against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

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

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

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

**The Surety at:**

The Ohio Casualty Insurance Company  
175 Berkley Street  
Boston, MA 02116

**The Principal at:**

TBHG, LLC  
200 South F Street  
Haines City, FL 33844

**The Obligee at:**

**Town of Dundee**  
202 E. Main Street  
Dundee, FL 33838

**[Signatures appear on the next page]**

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 8 day of November, 2024.

[Signature]  
Witness

Digna Lopez  
Printed Name

[Signature]  
Witness

Patricia Blair  
Printed Name

[Signature]  
Witness

Candy Wagner  
Printed Name

[Signature]  
Witness

Daniel F. Wagner, JR.  
Printed Name

PRINCIPAL:

TBHG, LLC  
Name of Corporation

By: [Signature]

Ian Prince  
Printed Name  
Title: Manager  
(SEAL)

SURETY:

The Ohio Casualty Insurance Company  
Name of Corporation

By: [Signature]

Taylor Wagner  
Printed Name  
Title: Attorney-in-Fact  
(SEAL)

(attach power of attorney)





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

Item 7.

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

Certificate No: 8210665-984127

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2023.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of November, 2024.



By: Renee C. Llewellyn, Assistant Secretary

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

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



PO Box 253, Bartow, FL 33831

Office: (863) 800-3046

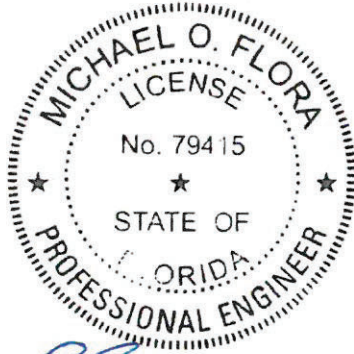
Fax: (863) 800-1159

**COST ESTIMATE FOR CONSTRUCTION**  
**ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "SHORES AT LAKE DELL"**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>***GENERAL CONDITIONS***</b>				
1	Mobilization	1	LS	\$23,537.63	\$23,537.63
2	Silt Fence	4400	LF	\$1.83	\$8,052.00
3	Saw Cut - Asphalt	500	LF	\$3.85	\$1,925.00
4	Sodding	6238	SY	\$2.87	\$17,903.06
5	Seed and Mulch	1	LS	\$19,798.01	\$19,798.01
	<b>GENERAL CONDITIONS TOTAL</b>				<b>\$71,215.70</b>
	<b>***ROADWAY ON-SITE***</b>				
6	1.50" SP-9.5 Recycled Asphalt	5430	SY	\$14.19	\$77,051.70
7	8" Limerock Base	5430	SY	\$22.91	\$124,401.30
8	12" Stabilization LBR 40	6330	SY	\$7.58	\$47,981.40
9	Miami Curb	3255	LF	\$15.95	\$51,917.25
10	4' Sidewalk	3085	SF	\$5.11	\$15,764.35
11	Sidewalk Ramps	4	EACH	\$1,099.89	\$4,399.56
12	Striping & Signage Thermoplastic	1	LS	\$3,272.17	\$3,272.17
13	Striping & Signage Standard	1	LS	\$4,633.28	\$4,633.28
	<b>ROADWAY ONSITE CONTROL TOTAL</b>				<b>\$329,421.01</b>
	<b>***ROADWAY OFF-SITE ***</b>				
9	4" Sidewalk Off-Site	1220	SF	\$5.11	\$6,234.20
10	Sidewalk Ramps	2	EACH	\$1,099.89	\$2,199.78
11	1" Mill / SP-9.5 Recycled Asphalt Overlay	220	SY	\$46.03	\$10,126.60
	<b>ROADWAY OFFSITE TOTAL</b>				<b>\$18,560.58</b>
	<b>***SANITARY SEWER SYSTEM***</b>				
12	5' Manhole (8'-10')	1	EACH	\$17,351.56	\$17,351.56
13	4' Manhole (8'-10')	3	DY	\$8,630.87	\$25,892.61
14	4' Manhole (0'-6')	1	EACH	\$7,383.22	\$7,383.22
15	8" SDR 26 (8'-10')	140	LF	\$34.78	\$4,869.20
16	8" SDR 26 (6'-8')	140	LF	\$30.41	\$4,257.40
17	8" SDR 26 (0'-6')	840	LF	\$27.78	\$23,335.20
18	Single Sewer Service	9	EACH	\$921.24	\$8,291.16
19	Double Sewer Service	16	EACH	\$1,794.21	\$28,707.36
20	Hard Rock	5	LOAD	\$1,099.89	\$5,499.45
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$125,587.16</b>

	<b>***STORM DRAINAGE SYSTEM***</b>						
21	15" HP N-12 Pipe	320	LF	\$36.72	\$11,750.40		
22	18" HP N-12 Pipe	420	LF	\$41.32	\$17,354.40		
23	24" HP N-12 Pipe	400	LF	\$60.15	\$24,060.00		
24	30" HP N-12 Pipe	180	LF	\$89.67	\$16,140.60		
25	Type C - Control Structure	2	EACH	\$5,462.83	\$10,925.66		
26	Type P-5 Inlet	1	EACH	\$10,455.59	\$10,455.59		
27	Type P-6 Inlet	7	EACH	\$6,793.73	\$47,556.11		
28	15" MES	1	EACH	\$1,539.85	\$1,539.85		
29	24" MES	3	EACH	\$1,649.83	\$4,949.49		
30	30" MES	1	EACH	\$1,759.82	\$1,759.82		
31	Splash Pad	5	EACH	\$1,374.86	\$6,874.30		
32	Hard Rock	5	LOAD	\$1,099.89	\$5,499.45		
33	Rip Rap	5	LOC	\$1,099.89	\$5,499.45		
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$164,365.12</b>		
	<b>***WATER SYSTEM***</b>						
34	12" x 8" Wet Tap	1	LS	\$8,834.95	\$8,834.95		
35	6" x 6" Wet Tap	1	LS	\$6,865.21	\$6,865.21		
36	8" Directional Bore	1	EACH	\$6,937.11	\$6,937.11		
37	2" Jumper Assembly	1	EACH	\$2,639.73	\$2,639.73		
38	2" Automatic Blowoff Assembly	2	EACH	\$10,202.08	\$20,404.16		
39	1" RPZ Backflow Preventer Assembly	1	EACH	\$5,465.93	\$5,465.93		
40	4" C900 DR18	120	LF	\$17.04	\$2,044.80		
41	6" C900 DR18	40	LF	\$25.26	\$1,010.40		
42	8" C900 DR18	1320	LF	\$36.74	\$48,496.80		
43	8" Bell Restraint	24	EACH	\$181.60	\$4,358.40		
44	8" Gate Valve	8	EACH	\$2,202.63	\$17,621.04		
45	8" 22.5° Bend	4	EACH	\$506.89	\$2,027.56		
46	8" Sleeve Bend	2	EACH	\$616.39	\$1,232.78		
47	8" 45° Bend	3	EACH	\$510.85	\$1,532.55		
48	8" Tee	2	EACH	\$819.99	\$1,639.98		
49	8" 90° Bend	1	EACH	\$215.39	\$215.39		
50	8" Cap	1	EACH	\$274.97	\$274.97		
51	8" x 6" Reducer	1	EACH	\$436.83	\$436.83		
52	8" x 4" Reducer	1	EACH	\$392.29	\$392.29		
53	4" Cap	1	EACH	\$169.28	\$169.28		
54	4" Gate Valve	1	EACH	\$1,443.19	\$1,443.19		
55	4" Bell Restraint	3	EACH	\$115.50	\$346.50		
56	Fire Hydrant Assembly	3	EACH	\$7,145.09	\$21,435.27		
57	Single Water Short Service	5	EACH	\$1,132.33	\$5,661.65		
58	Single Water Long Service	6	EACH	\$1,137.54	\$6,825.24		
59	Double Water Short Service	9	EACH	\$1,989.04	\$17,901.36		
60	Double Water Long Service	6	EACH	\$2,315.60	\$13,893.60		
	<b>WATER SYSTEM TOTAL</b>				<b>\$200,106.97</b>		
	<b>***LIFT STATION***</b>						
61	Lift Station - Complete	1	LS	\$191,260.42	\$191,260.42		
	<b>LIFT STATION TOTAL</b>				<b>\$191,260.42</b>		
	<b>***FORCEMAIN ON-SITE***</b>						
62	Connecting to Liftstation	1	EACH	\$1,044.89	\$1,044.89		
63	4" C900 DR18	612	LF	\$15.20	\$9,302.40		
64	4" Bell Restraint	7	EACH	\$115.50	\$808.50		
65	4" 45° Bend	14	EACH	\$476.58	\$6,672.12		
66	4" Gate Valve	1	EACH	\$2,729.11	\$2,729.11		
67	Air Release Valve	1	LS	\$16,497.90	\$16,497.90		
	<b>FORCEMAIN ON-SITE TOTAL</b>				<b>\$37,054.92</b>		

***FORCEMAIN OFF-SITE***					
68	Connect to Existing Forcemain	1	EACH	\$20,791.25	\$20,791.25
69	4" C900 DR18	1044	LF	\$26.23	\$27,384.12
70	4" Bell Restraint	10	EACH	\$115.50	\$1,155.00
71	4" Directional Bore	1	LS	\$29,396.16	\$29,396.16
72	4" Gate Valve	1	EACH	\$2,729.11	\$2,729.11
73	Air Release Valve	1	EACH	\$16,497.90	\$16,497.90
74	6"x4" Reducer	4	EACH	\$667.36	\$2,669.44
75	4" 45° Bend	4	EACH	\$540.77	\$2,163.08
76	4" 90° Bend	1	EACH	\$565.35	\$565.35
<b>FORCEMAIN OFF-SITE TOTAL</b>					<b>\$103,351.41</b>
				<b>TOTAL</b>	<b>\$1,240,923.29</b>
				<b>WARRANTY BOND 10%</b>	<b>\$124,092.33</b>




*[Handwritten Signature]*  
 Michael O. Flora, P.E.

8/12/2024

Date

Florida Registration #79415  
 Sloan Engineering Group, Inc.  
 PO Box 253  
 Bartow, Florida 33831 (863) 800-3046  
 Certificate of Authorization #26247  
 Sloan Engineering Group, Inc.  
 PO Box 253  
 Bartow, Florida 33831 (863) 800-3046  
 Certificate of Authorization #26247



Reviewed without objection  
 Rejected  
 Resubmit

Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.

Caleb Wingo Aug 22 2024

Name Date

810 East Main Street, Bartow, FL 33830 • 863-537-7901





PO Box 253, Bartow, Fl 33831

Office: (863) 800-3046

Fax: (863) 800-1159

**COST ESTIMATE FOR CONSTRUCTION**  
**ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "SHORES AT LAKE DELL"**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>***GENERAL CONDITIONS***</b>				
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	<b>GENERAL CONDITIONS TOTAL</b>				<b>\$71,215.70</b>
	<b>***ROADWAY ON-SITE***</b>				
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13	Striping & Signage Standard	1	LS	\$4,633.28	\$4,633.28
	<b>ROADWAY ONSITE CONTROL TOTAL</b>				<b>\$329,421.01</b>
	<b>***ROADWAY OFF-SITE ***</b>				
9	4" Sidewalk Off-Site	1220	SF	\$5.11	\$6,234.20
10	Sidewalk Ramps	2	EACH	\$1,099.89	\$2,199.78
11	1" Mill / SP-9.5 Recycled Asphalt Overlay	220	SY	\$46.03	\$10,126.60
	<b>ROADWAY OFFSITE TOTAL</b>				<b>\$18,560.58</b>
	<b>***SANITARY SEWER SYSTEM***</b>				
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20	Hard Rock	5	LOAD	\$1,099.89	\$5,499.45
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$125,587.16</b>

	<b>***STORM DRAINAGE SYSTEM***</b>								
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24	30" HP N-12 Pipe	180	LF	\$89.67				\$16,140.60	
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26	Type P-5 Inlet	1	EACH	\$10,455.59				\$10,455.59	
27	Type P-6 Inlet	7	EACH	\$6,793.73				\$47,556.11	
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30	30" MES	1	EACH	\$1,759.82				\$1,759.82	
31	Splash Pad	5	EACH	\$1,374.86				\$6,874.30	
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	<b>STORM DRAINAGE SYSTEM TOTAL</b>							<b>\$164,365.12</b>	
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34	12" x 8" Wet Tap	1	LS	\$8,834.95				\$8,834.95	
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37	2" Jumper Assembly	1	EACH	\$2,639.73				\$2,639.73	
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41	6" C900 DR18	40	LF	\$25.26				\$1,010.40	
42	8" C900 DR18	1320	LF	\$36.74				\$48,496.80	
43	8" Bell Restraint	24	EACH	\$181.60				\$4,358.40	
44	8" Gate Valve	8	EACH	\$2,202.63				\$17,621.04	
45	8" 22.5° Bend	4	EACH	\$506.89				\$2,027.56	
46	8" Sleeve Bend	2	EACH	\$616.39				\$1,232.78	
47	8" 45° Bend	3	EACH	\$510.85				\$1,532.55	
48	8" Tee	2	EACH	\$819.99				\$1,639.98	
49	8" 90° Bend	1	EACH	\$215.39				\$215.39	
50	8" Cap	1	EACH	\$274.97				\$274.97	
51	8" x 6" Reducer	1	EACH	\$436.83				\$436.83	
52	8" x 4" Reducer	1	EACH	\$392.29				\$392.29	
53	4" Cap	1	EACH	\$169.28				\$169.28	
54	4" Gate Valve	1	EACH	\$1,443.19				\$1,443.19	
55	4" Bell Restraint	3	EACH	\$115.50				\$346.50	
56	Fire Hydrant Assembly	3	EACH	\$7,145.09				\$21,435.27	
57	Single Water Short Service	5	EACH	\$1,132.33				\$5,661.65	
58	Single Water Long Service	6	EACH	\$1,137.54				\$6,825.24	
59	Double Water Short Service	9	EACH	\$1,989.04				\$17,901.36	
60	Double Water Long Service	6	EACH	\$2,315.60				\$13,893.60	
	<b>WATER SYSTEM TOTAL</b>							<b>\$200,106.97</b>	
	<b>***LIFT STATION***</b>								
61	Lift Station - Complete	1	LS	\$191,260.42				\$191,260.42	
	<b>LIFT STATION TOTAL</b>							<b>\$191,260.42</b>	
	<b>***FORCEMAIN ON-SITE***</b>								
62	Connecting to Liftstation	1	EACH	\$1,044.89				\$1,044.89	
63	4" C900 DR18	612	LF	\$15.20				\$9,302.40	
64	4" Bell Restraint	7	EACH	\$115.50				\$808.50	
65	4" 45° Bend	14	EACH	\$476.58				\$6,672.12	
66	4" Gate Valve	1	EACH	\$2,729.11				\$2,729.11	
67	Air Release Valve	1	LS	\$16,497.90				\$16,497.90	
	<b>FORCEMAIN ON-SITE TOTAL</b>							<b>\$37,054.92</b>	

***FORCEMAIN OFF-SITE***						
68	Connect to Existing Forcemain		1	EACH	\$20,791.25	\$20,791.25
69	4" C900 DR18		1044	LF	\$26.23	\$27,384.12
70	4" Bell Restraint		10	EACH	\$115.50	\$1,155.00
71	4" Directional Bore		1	LS	\$29,396.16	\$29,396.16
72	4" Gate Valve		1	EACH	\$2,729.11	\$2,729.11
73	Air Release Valve		1	EACH	\$16,497.90	\$16,497.90
74	6"x4" Reducer		4	EACH	\$667.36	\$2,669.44
75	4" 45° Bend		4	EACH	\$540.77	\$2,163.08
76	4" 90° Bend		1	EACH	\$565.35	\$565.35
<b>FORCEMAIN OFF-SITE TOTAL</b>						<b>\$103,351.41</b>
					<b>TOTAL</b>	<b>\$1,240,923.29</b>
					<b>WARRANTY BOND 10%</b>	<b>\$124,092.33</b>



*[Signature]* 8/12/2024  
 Michael O. Flora, P.E. Date

Florida Registration #79415  
 Sloan Engineering Group, Inc.  
 PO Box 253  
 Bartow, Florida 33831 (863) 800-3046  
 Certificate of Authorization #26247  
 Sloan Engineering Group, Inc.  
 PO Box 253  
 Bartow, Florida 33831 (863) 800-3046  
 Certificate of Authorization #26247

	<input checked="" type="checkbox"/> Reviewed without objection
	<input type="checkbox"/> Rejected
	<input type="checkbox"/> Resubmit
<p>Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.</p>	
Caleb Wingo	Aug 22 2024
Name	Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901	





## ENGINEER'S CERTIFICATE

Project Name:  
Shores of Lake Dell

Date:  
September 27, 2024

This is to certify that I have made periodic inspections on this project during construction and all work has been substantially performed in accordance with plans and specifications as approved by the Town of Dundee.

  
Michael O. Flora P.E.  
Florida Registration #79415  
Sloan Engineering Group  
P.O. Box 253  
Bartow, Florida 33831  
Certificate of Authorization #26247  
(863) 800-3046









# Town of Dundee

## DEVELOPMENT SERVICES

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

November 18, 2024

Taylor Tropf  
TBHG, LLC  
200 South F Street  
Haines City, Florida 33844

RE: Shores of Lake Dell Subdivision

Mr. Tropf

The Town of Dundee acknowledges the completion of all requirements for the water and wastewater utility construction. As well as roads/street and related right-of-way infrastructure, for the above referenced subdivision in accordance with applicable Town of Dundee standards. The Town Commission has not approved the final plat for the Shores of Lake Dell Subdivision, the final plat will be heard at the December 10, 2024, commission meeting.

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

Sincerely,

A handwritten signature in blue ink that reads 'Lorraine Peterson'. The signature is written in a cursive style.

Lorraine Peterson  
Assistant Town Manager/Development Director

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

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





# Town of Dundee

## DEVELOPMENT SERVICES

◆ 124 Dundee Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

### Developer Infrastructure Form

For the Town of Dundee to capture the contributed developer improvements for development, please complete and certify the following contributed developer improvements. **Please provide the engineered estimates and/or payouts along with the final costs of the infrastructure improvements** contributed to the Town of Dundee.

Name of Development: Shores of Lake Dell

Water Improvements: 3 # of fire hydrants; \$ 200,106.97 value of materials and installation;  
1320 linear feet of 8 " main line pipe; 40 linear feet of 6 " secondary pipe  
\_\_\_\_\_ linear feet of \_\_\_\_\_ " main line pipe; 120 linear feet of 4 " secondary pipe

Sewer Improvements: \$ 353,902.50 value of materials and installation;  
612 linear feet of 4 " Force main pipe; 1,120 linear feet of 3 " gravity line pipe  
\_\_\_\_\_ linear feet of \_\_\_\_\_ " Force main pipe; \_\_\_\_\_ linear feet of \_\_\_\_\_ " gravity line pipe

Road Improvements: \$ 347,981.59 value of materials and installation; \$ 91,057.40 value of land;  
\_\_\_\_\_ linear feet of collector road; 1,347 linear feet of local road;  
\_\_\_\_\_ linear feet of alley/trail; 3,175 linear feet of sidewalk

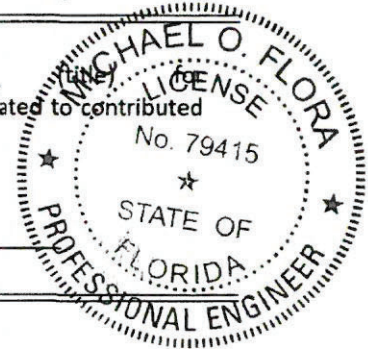
Drainage/Stormwater Improvements: \$ 164,365.12 value of materials and installation

Other Improvement: Silt fence, Sediment, Mulch Type; \$ 45,753.07 value of materials and installation  
(Examples include lighting, property, fill dirt, etc. Please specify the improvement and cost)

I, Michael Flora \_\_\_\_\_ EOE \_\_\_\_\_  
aforementioned project, hereby swear or affirm that the following information related to contributed  
developer improvements to the City of Lake Alfred is accurate.

[Signature] \_\_\_\_\_  
Signed and Sealed (or notarized below)

11/25/2024  
Date



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

### OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (owner(s) listed above).  
Personally Known [ ] or Produced Identification [ ].

\_\_\_\_\_  
Print or Stamp Name of Notary (SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of Florida





# TOWN COMMISSION MEETING

December 10, 2024, at 6:30 PM

Item 8.

- 
- AGENDA ITEM TITLE:** Woodland Ranch Estates Hardship Application
- SUBJECT:** The Town Commission will consider approval of a hardship application for the Woodland Ranch Estates Subdivision.
- STAFF ANALYSIS:** This is an applicant-initiated request for approval of a hardship application for the Woodland Ranch Estates Subdivision.
- The Town Commission may authorize exception(s) to the moratorium imposed by Ordinance 24-09 when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of the Ordinance.
- In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:
- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
  - (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
  - (iii) Prior to July 23, 2024, whether the owner has made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
  - (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).



- (v) Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

**FISCAL IMPACT:** No Fiscal Impact

**STAFF RECOMMENDATION:** At the will of the Commission

**ATTACHMENTS:** Woodland Ranch Estates Hardship Application Narrative



# Town of Dundee

## DEVELOPMENT SERVICES – HARDSHIP APPLICATION

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

Project Review Name: Woodland Ranch Estates Phases 1, 2, 3  
 Parcel ID Numbers: 27-28-25-00000-044010, -043010, 27-28-26-00000-021020, -022010, -023020  
 Site Address or General Location: HL Smith Rd and Lake Mabel Loop Rd.  
 Present Use of Property: Field/under construction Total Acreage: 125.26  
 Legal Description of the Property: See Attached Exhibits

### Property Owner

Name: Woodland Ranch Estates, LLC and Woodland Ranch Estates 3, LLC  
 Mailing Address: 4900 Dundee Rd City: Winter Haven State: FL Zip: 33884  
 Home/Mobile Phone: 863-290-6921 Email Address: Sean @ centerstate dev. com  
reggie @ centerstate dev. com

### Applicant / Agent: george.lindsey3@gmail.com

Name: George Lindsey  
 Mailing Address: 4900 DUNDEE ROAD, Winter Haven FL  
 City: \_\_\_\_\_ State: FL Zip: 33884  
 Home/Mobile Number: 863 670 3390 Office Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ george.lindsey3@gmail.com  
 Agent is: Owner \_\_\_\_\_ Agent/Representative  Purchaser \_\_\_\_\_ Lessee \_\_\_\_\_

**Please submit a narrative with your hardship application.**

Date Application accepted by Town of Dundee: \_\_\_\_\_

Name of Development: \_\_\_\_\_

Application Fee Amount Paid: \_\_\_\_\_ Date: \_\_\_\_\_

### Please submit your application to:

Brenda Carter, Development Services Coordinator  
 Town of Dundee  
 124 Dundee Road  
 Dundee FL 33838  
 BCarter@TownofDundee.com



**Disclaimer:** According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt by the Public Records Law. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

TO: Tandra Davis, Town Manager

From: George Lindsey, Authorized Agent  
Woodland Ranch Estates, LLC  
Woodland Ranch Estates 3, LLC

SUBJECT: Hardship Request

DATE: December 2, 2024

Upon adoption of the Town's Moratorium Ordinance No. 24-09, we proceeded in good faith with the belief that the several projects recited in Section 5 (e), including Woodland Ranch Estates, were specifically exempted from the ordinance, subject *only* to certain conditions related to agricultural WUP transfers.

It has recently come to our attention that while the projects mentioned may be exempted from the ordinance, Section 4 (b) goes on to provide:

***“No application (including applications that may have been submitted prior to July 23, 2024) for properties subject to the moratorium established therein may be processed by Town staff until the expiration and/or termination of this moratorium, unless provided for by this ordinance.”***

As such, the “No application...may proceed” provision has caused staff to cease all project plan review, plat review and other administrative action until the final determination is made by the SWFWMD on the agriculture WUP transfers. The final action by the SWFWMD is expected to take 3-5 months.

It is Woodland Ranch's position, the extended delay in the Town's project review process has the predictable consequences of the loss of valuable time and creates an extraordinary hardship and we request the Town Commission to authorize an exception to the moratorium, as provided in Section 5(i) of Ordinance No. 24-09.

The substantial competent evidence for the five (5) criteria to base the Town's approval of the extraordinary hardship includes but is not limited to the following:

- i. Prior to July 23, 2024 (date established by the pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
  - o : The CDD authorization for Woodland Estates 1 & 2 and Woodland Estates 3 was created by Town ordinance 22-16 adopted September 15, 2022.
    - Woodland Estates 1 & 2
      - Town permit issued November 2022.

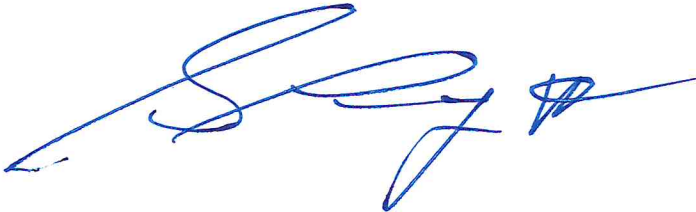
- Polk County permit issued August 24, 2023
  - FDEP permit issued March 1, 2023
  - DOH permit issued March 24, 2023
  - SWFWMD permit issued July 6, 2022
- Woodland Estates 3
  - Town permit issued October 11, 2023
  - FDEP permit issued July 11, 2023
  - DOH permit issued January 31, 2024
  - SWFWMD permit issued October 20, 2022.
- ii. Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance up on the permit(s) and/or approvals(s) issued by the Town
  - Executed contracts with builders in June 2023 to provide finished lots.
  - Executed numerous contracts with general contractors and development companies to begin development of site and installation of infrastructure based on approved permits and approvals from the Town. Expenditures to date of more than \$8,000,000 based on those contracts.
- iii. Prior to July 23, 2024, whether the owner has made a substantial expenditure in good faith reliance upon the permits and/or approvals issued by the Town.
  - As stated above, the owner has executed numerous contracts with general contractors and development companies to begin development of site and installation of infrastructure based on approved permits and approvals from the Town. Total expenditure to date is more than \$8,000,000 based on those contracts.
  - In addition, these contracts were based on the Town of Dundee’s approval and acceptance of the CHA Solutions Memorandum dated January 9, 2024, which states *“Overall, regardless of the specific distribution of water from each WTP, the Town’s public water system appears to have the capacity to support the proposed Woodland Ranch Estates developments”*.
  - Delaying the final plat and other approvals puts other permits and approvals, (i.e. school concurrency) in jeopardy of expiration.
- iv. Prior to July 23, 2024, in good faith reliance upon the permit(s) and approval(s) issued by the Town, the owner has incurred financial obligations to a lending institution which cannot be met unless the subject development proceeds (i.e. owner has exhausted all available alternatives).
  - The owner entered into commercial bank financing closed September 2023 based on the development program contemplated in the permits and approvals issued by the Town for the two Woodland projects. Due to the projects having commenced, it is not possible to revise or amend terms of the financing agreements, construction contracts, or commitments to deliver minimum lot requirements to builders.

- v. Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and /or for the subject real property.
  - o As stated, the owner has significant exposure to monetary liability to third-parties. The overall impact of additional delay in the review process for plans, plats, and other development approvals for the Woodland Projects.
  - o See attached exhibits.

We clearly understand that Woodland Estates AND the Town of Dundee are both at the mercy of the SWFWMD to review, process and approve the agricultural WUP transfers to public use. We also understand that certain adjustments to the approved permits issued by the Town may be necessary at the conclusion of the SWFWMD approval process.

In consideration of the substantial competent evidence offered above, the Woodland Estates entities respectfully request that we not waste this valuable time, that the Town Commission acknowledge the extraordinary hardship and authorize staff to continue the entire project review process in accordance with Section 5(i) of Ordinance 24-09, including but not limited to plat review, for Woodland Estates 1 & 2 and Woodland Estates 3.

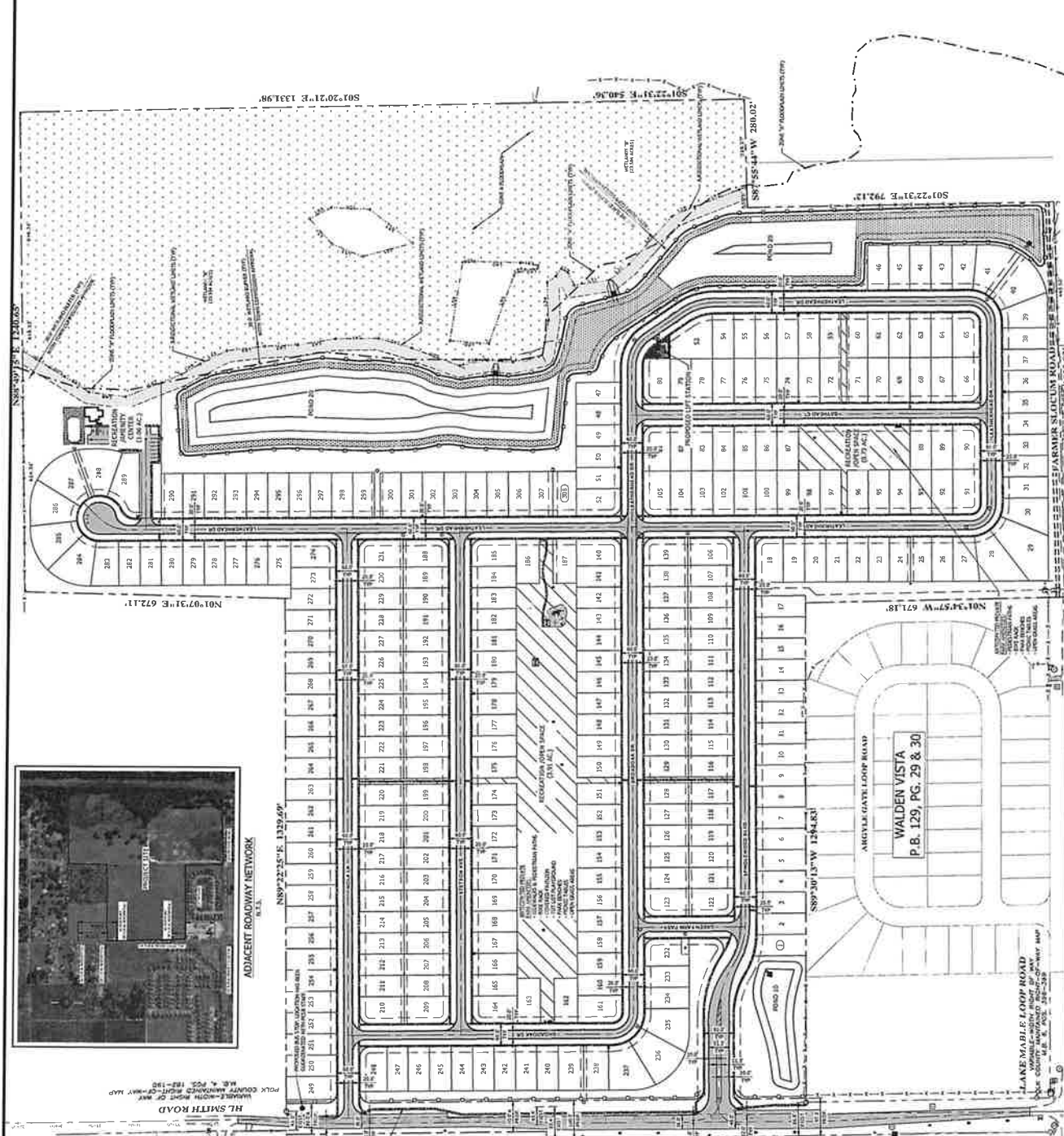
Thank you for your favorable and timely approval. Also find enclosed the required application processing fee of \$760.81.



George Lindsey, III Authorized Agent

Woodland Ranch Estates, LLC

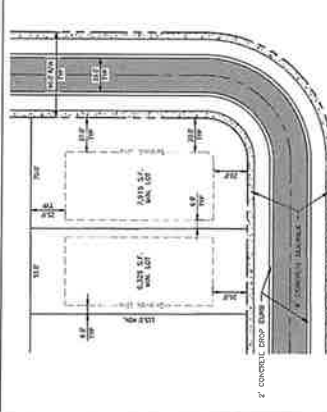
Woodland Ranch Estates 3, LLC



**OVERLOOK VIEW**  
P.B. 83, PG. 14

**LIGHTING NOTE:**  
TO ENSURE SAFETY FOR PEDESTRIANS, TWO STREET LIGHTS SHALL BE PROVIDED AT THE CROSSINGS TO ALL VERTICAL ENRICHMENTS. THE LIGHTING SHALL BE PROVIDED AT THE INTERSECTIONS OF ALL VERTICAL ENRICHMENTS WITH ALL OTHER ENRICHMENTS. THE LIGHTING SHALL BE PROVIDED AT THE INTERSECTIONS OF ALL VERTICAL ENRICHMENTS WITH ALL OTHER ENRICHMENTS. THE LIGHTING SHALL BE PROVIDED AT THE INTERSECTIONS OF ALL VERTICAL ENRICHMENTS WITH ALL OTHER ENRICHMENTS.

**OVERALL SITE DATA:**  
**MABEL MBL:** 272825-000000-044010, 272825-000000-044010, 272825-000000-044020, 272825-000000-044030, 272825-000000-044040  
**MABEL AREA:** 116.04 AC TOTAL  
**ZONING:** RSP3 TOWN OF DUNDEE  
**JURISDICTIONAL WETLANDS:** 23.00 ACRES  
**EDUCATIONAL WETLANDS:** 23.00 ACRES  
**TOTAL WETLANDS/ADJACENT:** 25.49 ACRES  
**RESIDENTIALLY ZONED UPLAND AREA:** 90.55 ACRES  
**MAXIMUM ALLOWABLE DENSITY OF UPLAND RESIDENTIAL DWELLING UNITS:** 1.5 DWELLING UNITS PER ACRE  
**PROPOSED DENSITY:** 308 LOTS (3.20 DWELLING UNITS PER ACRE)  
**STORMWATER MANAGEMENT REQUIREMENTS:** 8.99 ACRES TOTAL  
**PARK REQUIREMENTS:** PER SECTION 163.21(1)(A) - 7.77 ACRES  
**300 DWELLING UNITS X 0.0116 = 3.573 AC. REQUIRED PARK DEDICATION**  
**COMMON AREAS, OFFICE SPACE, RECREATION, 7 PRIVATE PARK AREAS PROVIDED = 5.70 AC. TOTAL**



**PROPOSED TYPICAL LOT**

C5.0

GENERAL LOT LAYOUT PLAN



WOODLAND RANCH ESTATES  
PHASE 3  
CERTIFIED SUBDIVISION PLAN - CSP  
H. L. SMITH RD  
HAINES CITY, FL 33844

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/2023	ISSUED FOR PERMITS
2	11/15/2023	ISSUED FOR PERMITS
3	11/15/2023	ISSUED FOR PERMITS
4	11/15/2023	ISSUED FOR PERMITS
5	11/15/2023	ISSUED FOR PERMITS
6	11/15/2023	ISSUED FOR PERMITS
7	11/15/2023	ISSUED FOR PERMITS
8	11/15/2023	ISSUED FOR PERMITS
9	11/15/2023	ISSUED FOR PERMITS
10	11/15/2023	ISSUED FOR PERMITS
11	11/15/2023	ISSUED FOR PERMITS
12	11/15/2023	ISSUED FOR PERMITS
13	11/15/2023	ISSUED FOR PERMITS
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16	11/15/2023	ISSUED FOR PERMITS
17	11/15/2023	ISSUED FOR PERMITS
18	11/15/2023	ISSUED FOR PERMITS
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25	11/15/2023	ISSUED FOR PERMITS
26	11/15/2023	ISSUED FOR PERMITS
27	11/15/2023	ISSUED FOR PERMITS
28	11/15/2023	ISSUED FOR PERMITS
29	11/15/2023	ISSUED FOR PERMITS
30	11/15/2023	ISSUED FOR PERMITS
31	11/15/2023	ISSUED FOR PERMITS
32	11/15/2023	ISSUED FOR PERMITS
33	11/15/2023	ISSUED FOR PERMITS
34	11/15/2023	ISSUED FOR PERMITS
35	11/15/2023	ISSUED FOR PERMITS
36	11/15/2023	ISSUED FOR PERMITS

WOODLAND RANCH ESTATES  
PHASE 3  
CERTIFIED SUBDIVISION PLAN - CSP  
H. L. SMITH RD  
HAINES CITY, FL 33844



REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/2023	ISSUED FOR PERMITS
2	11/15/2023	ISSUED FOR PERMITS
3	11/15/2023	ISSUED FOR PERMITS
4	11/15/2023	ISSUED FOR PERMITS
5	11/15/2023	ISSUED FOR PERMITS
6	11/15/2023	ISSUED FOR PERMITS
7	11/15/2023	ISSUED FOR PERMITS
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26	11/15/2023	ISSUED FOR PERMITS
27	11/15/2023	ISSUED FOR PERMITS
28	11/15/2023	ISSUED FOR PERMITS
29	11/15/2023	ISSUED FOR PERMITS
30	11/15/2023	ISSUED FOR PERMITS
31	11/15/2023	ISSUED FOR PERMITS
32	11/15/2023	ISSUED FOR PERMITS
33	11/15/2023	ISSUED FOR PERMITS
34	11/15/2023	ISSUED FOR PERMITS
35	11/15/2023	ISSUED FOR PERMITS
36	11/15/2023	ISSUED FOR PERMITS



Lot Data

Lot No.	Area (sq. ft.)	Area (Acres)	Area (Sq. Ft.)	Area (Acres)
1	3,423.00	0.078	3,423.00	0.078
2	3,423.00	0.078	3,423.00	0.078
3	3,423.00	0.078	3,423.00	0.078
4	3,423.00	0.078	3,423.00	0.078
5	3,423.00	0.078	3,423.00	0.078
6	3,423.00	0.078	3,423.00	0.078
7	3,423.00	0.078	3,423.00	0.078
8	3,423.00	0.078	3,423.00	0.078
9	3,423.00	0.078	3,423.00	0.078
10	3,423.00	0.078	3,423.00	0.078
11	3,423.00	0.078	3,423.00	0.078
12	3,423.00	0.078	3,423.00	0.078
13	3,423.00	0.078	3,423.00	0.078
14	3,423.00	0.078	3,423.00	0.078
15	3,423.00	0.078	3,423.00	0.078
16	3,423.00	0.078	3,423.00	0.078
17	3,423.00	0.078	3,423.00	0.078
18	3,423.00	0.078	3,423.00	0.078
19	3,423.00	0.078	3,423.00	0.078
20	3,423.00	0.078	3,423.00	0.078
21	3,423.00	0.078	3,423.00	0.078
22	3,423.00	0.078	3,423.00	0.078
23	3,423.00	0.078	3,423.00	0.078
24	3,423.00	0.078	3,423.00	0.078
25	3,423.00	0.078	3,423.00	0.078
26	3,423.00	0.078	3,423.00	0.078
27	3,423.00	0.078	3,423.00	0.078
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33	3,423.00	0.078	3,423.00	0.078
34	3,423.00	0.078	3,423.00	0.078
35	3,423.00	0.078	3,423.00	0.078
36	3,423.00	0.078	3,423.00	0.078

WOODLAND RANCH ESTATES PHASE 3 CERTIFIED SUBDIVISION PLAN - CSP H. L. SMITH RD HAINES CITY, FL 33844

**COMPOSITE EXHIBIT "2"**

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA

**LEGAL DESCRIPTION**

(PARCELS 2 - 7)

A PARCEL OF LAND LOCATED IN SECTIONS 25 AND 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING ALL THE LANDS CONVEYED BY DEED TO WEBINGA DEBORAH ANN DESCRIBED IN OFFICIAL RECORDS BOOK 10912, PAGE 446 AND ALL THE LANDS CONVEYED BY DEED TO WOODLAND RANCH ESTATES LLC, OFFICIAL RECORDS BOOK 12012, PAGE 550, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, N88°49'15"E, A DISTANCE OF 72.75 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10912, PAGE 446, ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, N88°49'15"E, A DISTANCE OF 1240.65 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25; THENCE DEPARTING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, S01°20'21"E, A DISTANCE OF 1331.98 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, S01°22'31"E, A DISTANCE OF 540.36 FEET TO THE NORTHERLY LINE OF THE SOUTH 792 FEET; THENCE ALONG SAID NORTHERLY LINE, S87°55'44"W, A DISTANCE OF 280.02 FEET TO THE WESTERLY LINE OF THE EAST 280 FEET; THENCE ALONG SAID WESTERLY LINE, S01°22'31"E, A DISTANCE OF 792.12 FEET TO THE SOUTH LINE OF SAID SECTION 25; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, S87°55'56"W, A DISTANCE OF 1022.92 FEET TO SOUTHWEST CORNER OF SAID SECTION 25; THENCE DEPARTING THE SOUTHWEST CORNER OF SAID SECTION 25, ALONG THE EAST LINE OF SAID SECTION 26, N01°34'57"W, A DISTANCE OF 671.18 FEET TO THE NORTHEAST CORNER OF TRACT "A" OF THE PLAT OF WALDEN VISTA AS DESCRIBED IN PLAT BOOK 129, PAGES 29-30, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF SAID SECTION 26, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, S89°30'13"W, A DISTANCE OF 1294.83 FEET TO THE EAST RIGHT-OF-WAY LINE (AS PER OCCUPATION) OF HL SMITH ROAD; THENCE DEPARTING THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, ALONG THE EAST RIGHT-OF-WAY LINE (AS PER OCCUPATION) OF SAID HL SMITH ROAD, N01°19'19"W, A DISTANCE OF 1339.34 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE (AS PER OCCUPATION) OF SAID HL SMITH ROAD, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, N89°22'25"E, A DISTANCE OF 1329.69 FEET; THENCE DEPARTING THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26, N01°07'31"E, A DISTANCE OF 672.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 114.096 ACRES OF LAND, MORE OR LESS.



**SURVEYOR'S CERTIFICATION**

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Digitally signed by Jeffrey D Hofius  
Date: 2022.05.10 07:10:26 -04'00'

Jeffrey D Hofius

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS

LEADING EDGE LAND SERVICES, INC.  
8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
LICENSED BUSINESS: 6846  
JEFFREY D. HOFIUS P.S.M. NO. 6610

REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING

REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL FOR PARCEL 1

THE ABOVE NAMED PROFESSIONAL SURVEYOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 8846

SKETCH OF DESCRIPTION  
FOR  
CENTER STATE DEVELOPMENT, LLC

THIS IS NOT A SURVEY.

DATE OF DRAWING: 7 MAR 2022	
MANAGER: JDH	CADD: TQ
PROJECT NUMBER: 975-21010	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF(S):	
COMPUTER FILE: 975010CDD.DWG	
(NO SCALE)	SHEET 1 OF 1



## COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA

## LEGAL DESCRIPTION

(PARCEL 1)

A PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, CITY OF DUNDEE, POLK COUNTY, FLORIDA, BEING ALL THE LANDS CONVEYED BY DEED TO TURNER INVESTMENTS LTD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 10612, PAGE 137, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE ALONG THE NORTH LINE OF SAID SECTION 26, N89°18'29"E, A DISTANCE OF 1325.62 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 26; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 26, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 26, S01°19'19"E, A DISTANCE OF 669.71 FEET TO THE NORTHEAST CORNER OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26; THENCE DEPARTING THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 26, ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26, S89°22'51"W, A DISTANCE OF 9.00 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF HL SMITH ROAD (VARIABLE-WIDTH RIGHT OF WAY, POLK COUNTY MAINTAINED RIGHT-OF-WAY MAP, M.B. 4, PGS. 182-190) AND TO THE POINT OF BEGINNING;

THENCE DEPARTING THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 26, ALONG THE WEST MAINTAINED RIGHT-OF-WAY LINE OF SAID HL SMITH ROAD THE FOLLOWING EIGHT (8) COURSES: 1) S01°19'19"E, A DISTANCE OF 8.89 FEET; 2) S01°19'19"E, A DISTANCE OF 100.00 FEET; 3) S01°53'41"E, A DISTANCE OF 100.00 FEET; 4) S01°19'19"E, A DISTANCE OF 100.00 FEET; 5) S01°19'19"E, A DISTANCE OF 100.00 FEET; 6) S01°53'41"E, A DISTANCE OF 100.00 FEET; 7) S01°53'41"E, A DISTANCE OF 100.00 FEET; 8) S01°53'41"E, A DISTANCE OF 60.73 FEET TO THE NORTH LINE OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26 AND TO THE NORTH LINE OF THE PLAT OF MABEL LOOP RIDGE, PHASE 1, A REPLAT, AS RECORDED IN PLAT BOOK 151, PAGES 15-19 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE DEPARTING THE WEST MAINTAINED RIGHT-OF-WAY LINE OF SAID HL SMITH ROAD, ALONG THE NORTH LINE OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26 AND THE NORTH LINE OF THE PLAT OF MABEL LOOP RIDGE, PHASE 1, A REPLAT, S89°26'19"W, A DISTANCE OF 671.87 FEET; THENCE N01°40'44"W, A DISTANCE OF 668.92 FEET TO THE SOUTHWEST CORNER OF LOT 4, OVERLOOK VIEW, AS RECORDED IN PLAT BOOK 83, PAGE 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF OVERLOOK VIEW, N89°22'48"E, A DISTANCE OF 672.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.319 ACRES (449475 SQUARE FEET) OF LAND, MORE OR LESS.

REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING

REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL FOR PARCEL 1

 <p><b>LEADING EDGE</b> <b>LAND SERVICES</b> <b>INCORPORATED</b></p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 8846</p>	<p>SKETCH OF DESCRIPTION FOR CENTER STATE DEVELOPMENT, LLC</p>	<p>DATE OF DRAWING: 7 MAR 2022</p>
	<p>(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE) THIS IS NOT A SURVEY.</p>	<p>MANAGER: JDH      CADD: TQ</p> <p>PROJECT NUMBER: 975-21010</p> <p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 975010CDD.DWG</p> <p>(NO SCALE)      SHEET 2 OF 2</p>

## COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA


### LEGEND

CCR	CERTIFIED CORNER RECORD	●	FOUND IRON ROD WITH CAP (UNLESS OTHERWISE NOTED)
ID#	IDENTIFICATION	⊕	FOUND RAILROAD SPIKE
LS	LICENSED SURVEYOR	○	SET IRON PIPE WITH CAP "LB 6846"
LB	LICENSED BUSINESS	■	FOUND CONCRETE MONUMENT
O.R.	OFFICIAL RECORDS BOOK		
PG.	PAGE		
PGS.	PAGES		
R/W	RIGHT-OF-WAY		
M.B.	MAP BOOK		
PLS	PROFESSIONAL LAND SURVEYOR		
P.O.B.	POINT OF BEGINNING		
(P)	PER PLAT		
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

### SURVEYOR'S NOTES

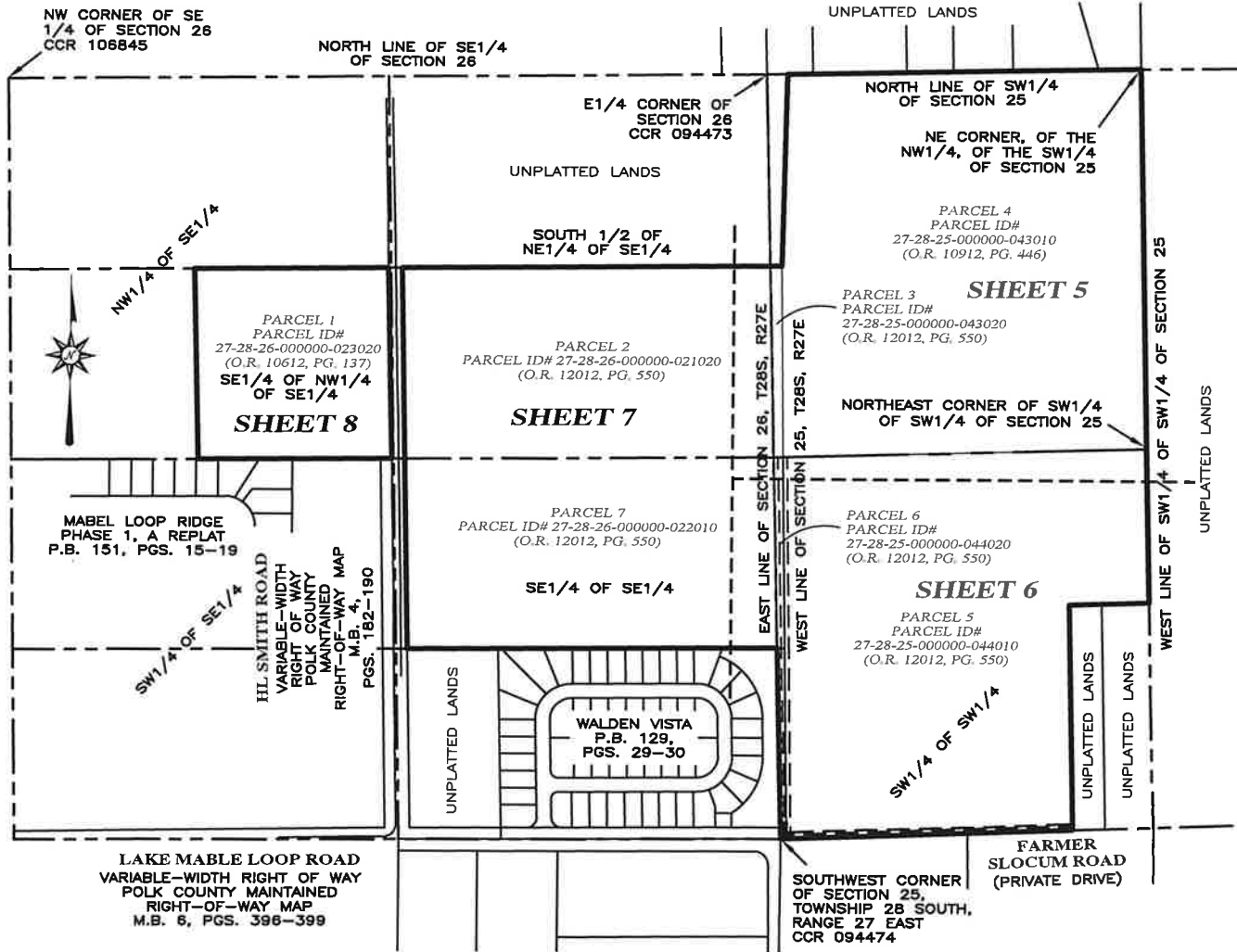
1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DEFINE THE LIMITS OF A CDD (COMMUNITY DEVELOPMENT DISTRICT) EXHIBIT.
2. THIS IS NOT A SURVEY.
3. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA WEST, NAD 83, NGS ADJUSTMENT OF 2011. THE WEST LINE OF THE E1/2 OF THE SE1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, BEARS N01°19'19"W.
4. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
5. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING  
REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL FOR PARCEL 1

 <p><b>LEADING EDGE LAND SERVICES INCORPORATED</b></p> <p>8802 EXCHANGE DRIVE ORLANDO, FLORIDA 32809 PHONE: (407) 351-6730 FAX: (407) 351-9691 WEB: www.leadingedgels.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 8848</p>	<p>SKETCH OF DESCRIPTION FOR CENTER STATE DEVELOPMENT, LLC</p>	<p>DATE OF DRAWING: 7 MAR 2022</p>
	<p>(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE) THIS IS NOT A SURVEY.</p>	<p>MANAGER: JDH</p> <p>PROJECT NUMBER: 975-21010</p> <p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 975010CDD.DWG</p> <p>(NO SCALE)      SHEET 3 OF 8</p>

# COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA



**INDEX MAP**  
(SCALE: 1" = 600')

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING  
REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL FOR PARCEL 1

**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809  
PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION  
FOR  
CENTER STATE DEVELOPMENT, LLC

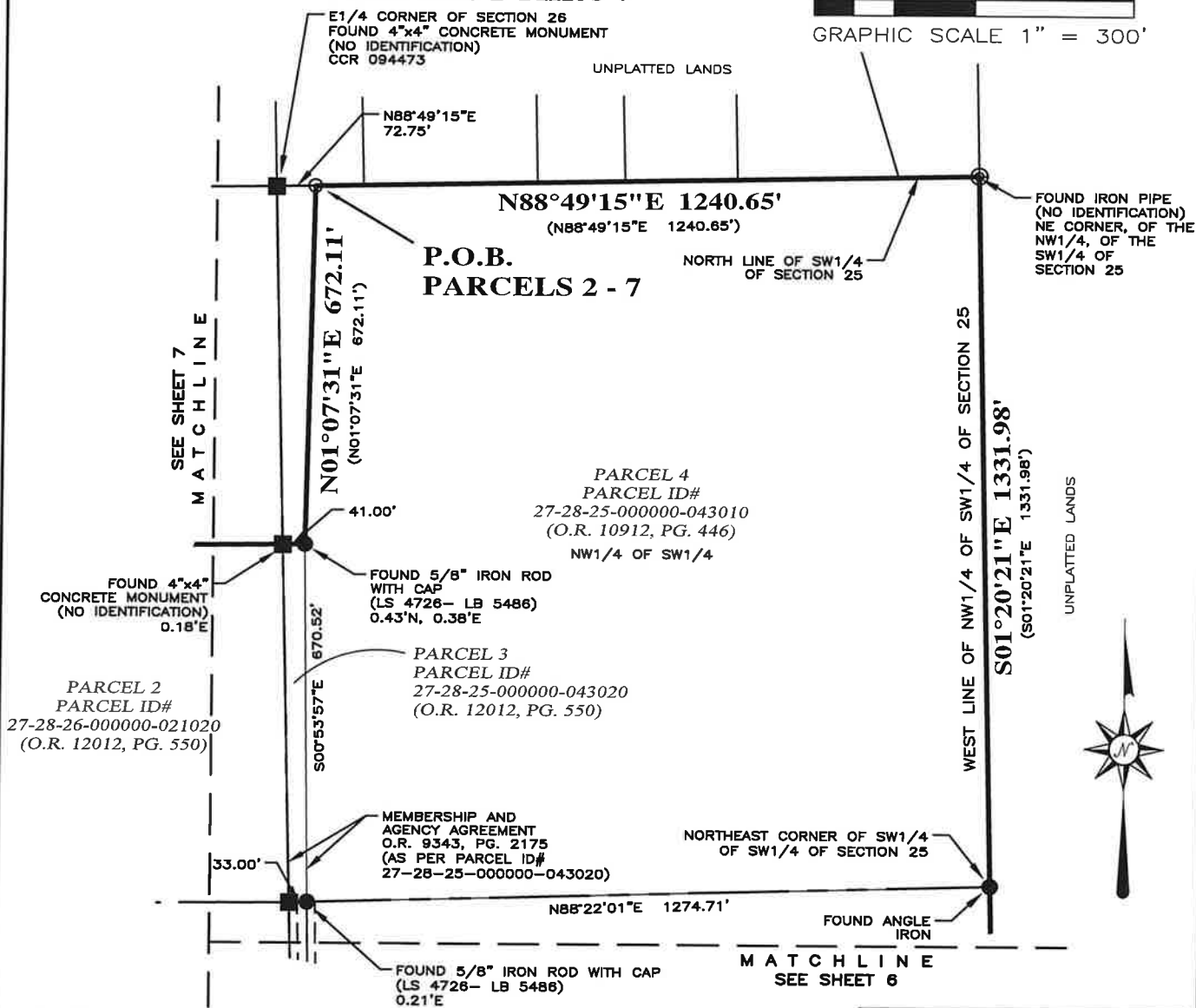
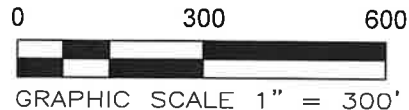
(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE)  
THIS IS NOT A SURVEY.

DATE OF DRAWING: 7 MAR 2022	
MANAGER: JDH	
PROJECT NUMBER: 975-21010	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF(S):	
COMPUTER FILE: 975010CDD.DWG	
SCALE: 1" = 600'	SHEET 4 OF 8

# COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA

## P.O.C. PARCELS 2 THRU 7



REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING  
REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL FOR PARCEL 1

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**LEADING EDGE  
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FLORIDA LICENSED BUSINESS NUMBER LB 8846

SKETCH OF DESCRIPTION  
FOR  
CENTER STATE DEVELOPMENT, LLC

(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE)  
THIS IS NOT A SURVEY.

DATE OF DRAWING: 7 MAR 2022	
MANAGER: JDH	
PROJECT NUMBER: 975-21010	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF(S):	
COMPUTER FILE: 975010CDD.DWG	
SCALE: 1" = 300'	SHEET 5 OF 8

# COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA

THIS SKETCH IS INCOMPLETE  
UNLESS ACCOMPANIED BY A  
LEGAL DESCRIPTION OF THE  
PROPERTY DEPICTED HEREON

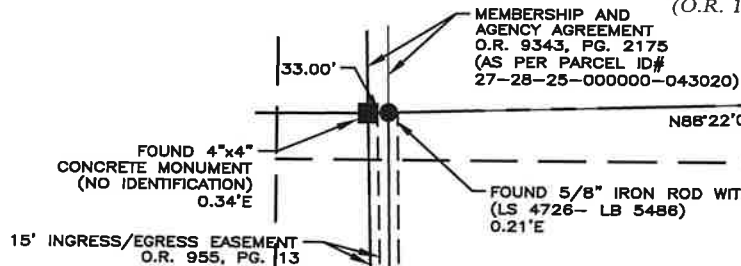
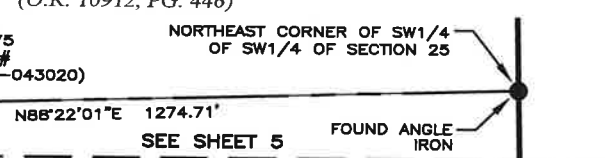
0 300 600



GRAPHIC SCALE 1" = 300'

PARCEL 4  
PARCEL ID#  
27-28-25-000000-043010  
(O.R. 10912, PG. 446)

PARCEL 7  
PARCEL ID#  
27-28-26-000000-022010  
(O.R. 12012, PG. 550)



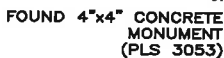
WEST LINE OF SW1/4 OF SW1/4 OF SECTION 25

S87°55'44"W  
280.02'

## SUBJECT PROPERTY

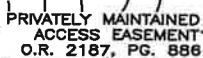
PARCELS 2 THRU 7  
114.096 ACRES  
SW1/4 OF SW1/4

PARCEL 5  
PARCEL ID#  
27-28-25-000000-044010  
(O.R. 12012, PG. 550)



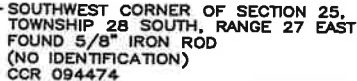
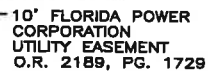
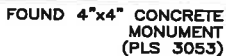
SEE SHEET 7

MATCHLINE



## FARMER SLOCUM ROAD (PRIVATE DRIVE)

S87°55'56"W 1022.92'



REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING

REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL FOR PARCEL 1

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

S01°22'31"E 792.12'

S01°22'31"E 540.36'

**LEADING EDGE LAND SERVICES INCORPORATED**  
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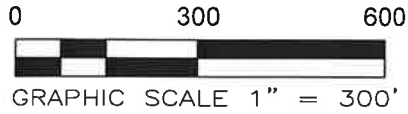
FLORIDA LICENSED BUSINESS NUMBER LB 8846

SKETCH OF DESCRIPTION FOR  
CENTER STATE DEVELOPMENT, LLC  
  
(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE)  
THIS IS NOT A SURVEY.

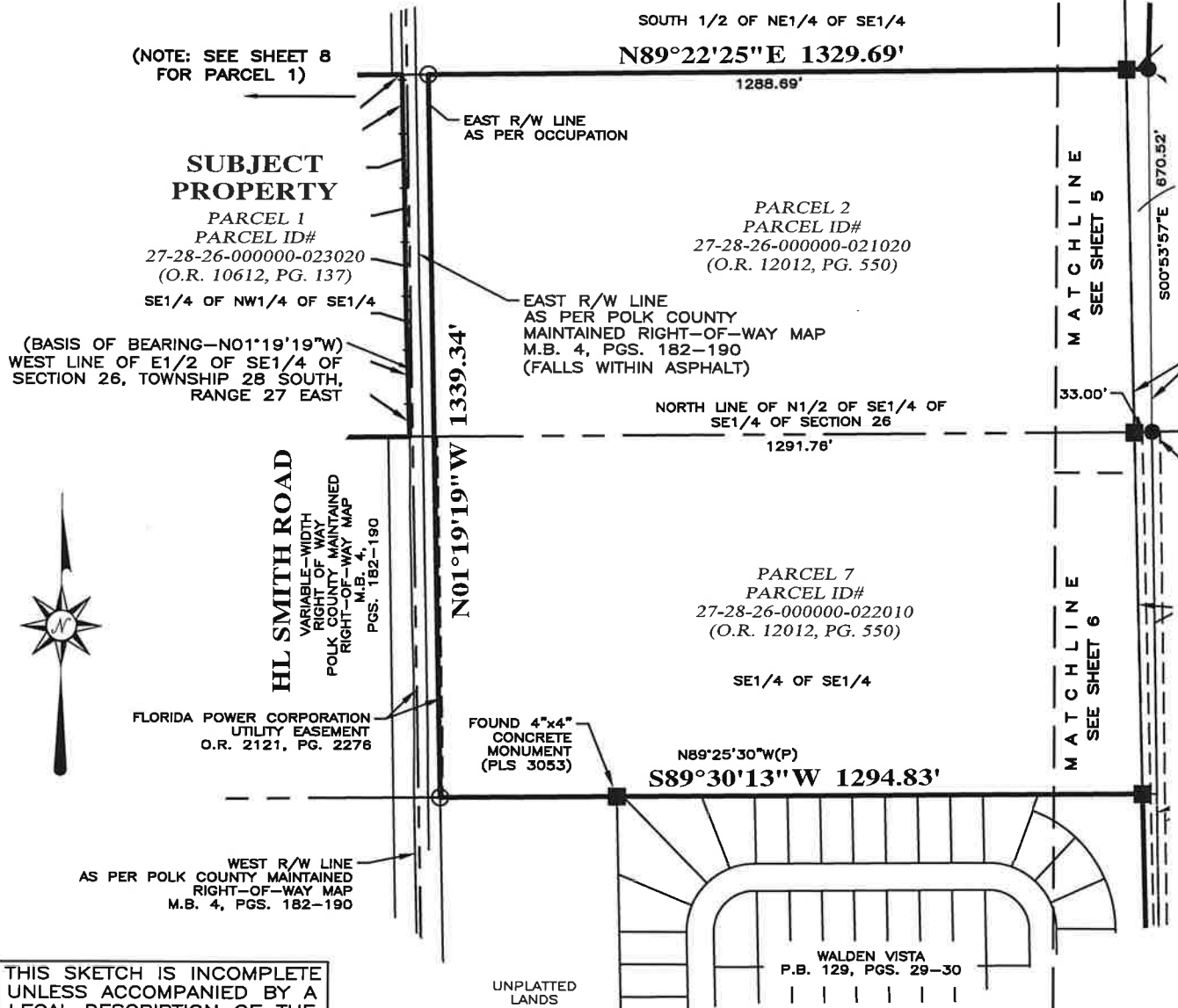
DATE OF DRAWING: 7 MAR 2022
MANAGER: JDH
PROJECT NUMBER: 975-21010
FIELD BOOK NUMBER:
LAST FIELD WORK:
CREW CHIEF(S):
COMPUTER FILE: 975010CDD.DWG
SCALE: 1" = 300'
SHEET 6 OF 8

# COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA



UNPLATTED LANDS



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WEB: www.leadingedges.com

FLORIDA LICENSED BUSINESS NUMBER LB 8846

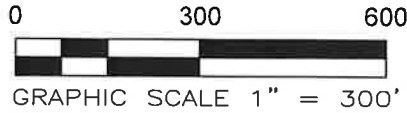
SKETCH OF DESCRIPTION  
FOR  
CENTER STATE DEVELOPMENT, LLC

(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE)  
THIS IS NOT A SURVEY.

DATE OF DRAWING: 7 MAR 2022	
MANAGER: JDH	
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LAST FIELD WORK:	
CREW CHIEF(S):	
COMPUTER FILE: 975010CDD.DWG	
SCALE: 1" = 300'	SHEET 7 OF 8

# COMPOSITE EXHIBIT "2"

LOCATED IN SECTION 25 AND 26,  
TOWNSHIP 28 SOUTH, RANGE 27 EAST  
CITY OF DUNDEE, POLK COUNTY, FLORIDA



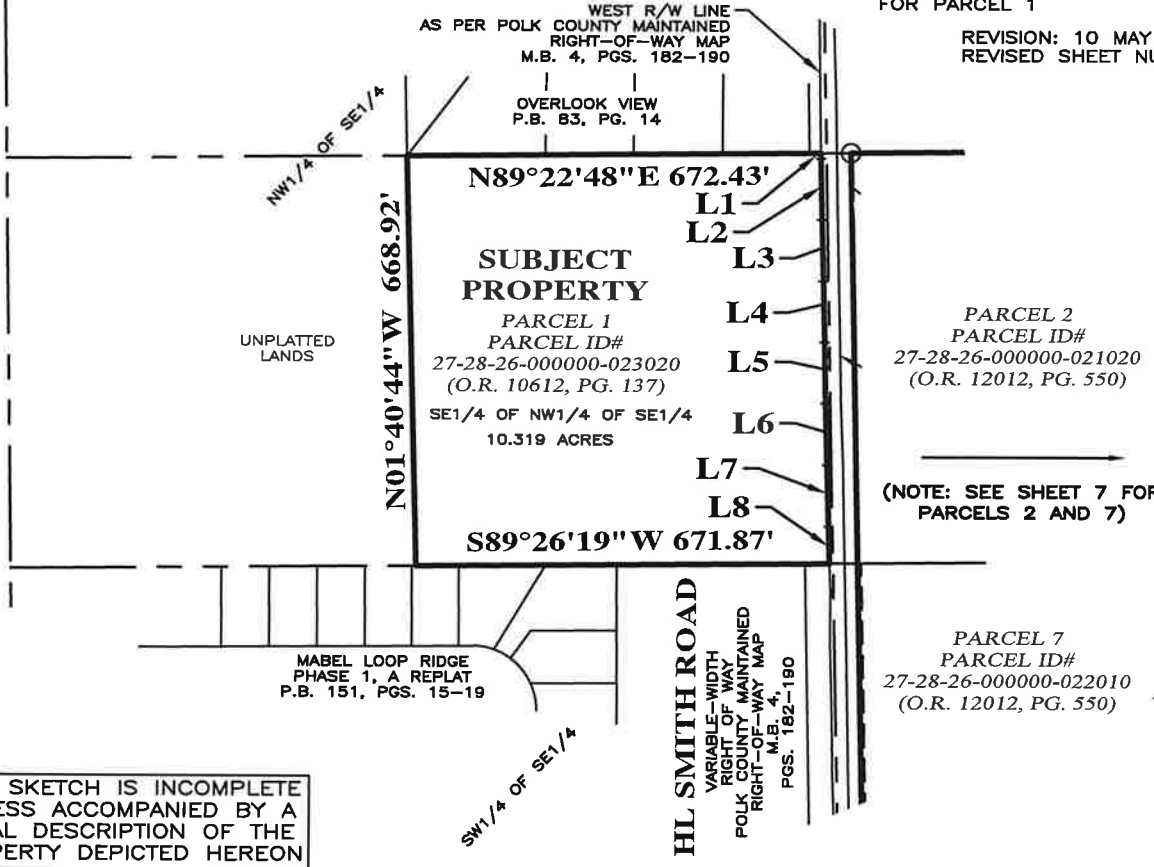
## LINE TABLE

LINE	BEARING	DISTANCE
L1	S01°19'19"E	8.89'
L2	S01°19'19"E	100.00'
L3	S01°53'41"E	100.00'
L4	S01°19'19"E	100.00'
L5	S01°19'19"E	100.00'
L6	S01°53'41"E	100.00'
L7	S01°53'41"E	100.00'
L8	S01°53'41"E	60.73'

FOUND 4"x4" CONCRETE  
MONUMENT  
(NO IDENTIFICATION)  
NW CORNER OF SE 1/4  
OF SECTION 26  
CCR 106845

REVISION: 28 APR 2022  
ADDED METES AND BOUNDS LEGAL  
FOR PARCEL 1

REVISION: 10 MAY 2022  
REVISED SHEET NUMBERING



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**LEADING EDGE  
LAND SERVICES  
INCORPORATED**

8802 EXCHANGE DRIVE  
ORLANDO, FLORIDA 32809

PHONE: (407) 351-6730  
FAX: (407) 351-9691  
WEB: www.leadingedgejls.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION  
FOR  
CENTER STATE DEVELOPMENT, LLC

(SEE SHEET 1 OF 8 FOR DIGITAL SIGNATURE)  
THIS IS NOT A SURVEY.

DATE OF DRAWING: 7 MAR 2022	
MANAGER: JDH	
PROJECT NUMBER: 975-21010	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF(S):	
COMPUTER FILE: 975010CDD.DWG	
SCALE: 1" = 300'	SHEET 8 OF 8

# WOODLAND RANCH ESTATES WEST

## A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, STATE OF FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 1 OF 2

### APPROVAL-TOWN SURVEYOR

THE TOWN SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME. HE HAS REVIEWED THE PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME. HE HAS REVIEWED THE PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### APPROVAL-TOWN ENGINEER

THIS PLAT IS HEREBY APPROVED BY THE TOWN ENGINEER OF THE TOWN OF DUNDEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### TOWN CHAIRMAN OF PLANNING & ZONING APPROVAL:

THIS PLAT IS HEREBY APPROVED BY THE TOWN CHAIRMAN OF PLANNING & ZONING OF THE TOWN OF DUNDEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### TOWN COMMISSIONER APPROVAL (MAYOR & TOWN CLERK)

THIS PLAT IS HEREBY APPROVED BY THE TOWN COMMISSIONER OF THE TOWN OF DUNDEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### DEDICATION

WE, THE UNDERSIGNED, DO HEREBY DEDICATE TO THE PUBLIC THE FOLLOWING DESCRIBED TRACT OF LAND:

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### ACKNOWLEDGMENT

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### SURVEYOR'S STATEMENT

I, THE UNDERSIGNED, DO HEREBY STATE THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### NOTICE

NOTICE IS HEREBY GIVEN THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### LEGAL DESCRIPTION

THE SUBJECT OF THIS PLAT IS A PORTION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### SURVEYOR'S REPORT

THE SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME. HE HAS REVIEWED THE PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### DEDICATION

WE, THE UNDERSIGNED, DO HEREBY DEDICATE TO THE PUBLIC THE FOLLOWING DESCRIBED TRACT OF LAND:

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### ACKNOWLEDGMENT

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### SURVEYOR'S STATEMENT

I, THE UNDERSIGNED, DO HEREBY STATE THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### NOTICE

NOTICE IS HEREBY GIVEN THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### LEGAL DESCRIPTION

THE SUBJECT OF THIS PLAT IS A PORTION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### SURVEYOR'S REPORT

THE SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME. HE HAS REVIEWED THE PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.

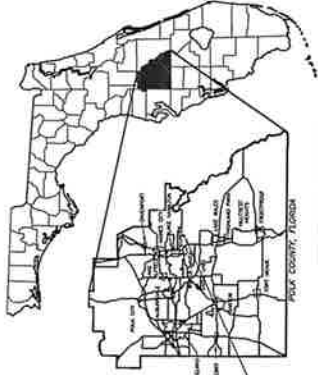
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

### NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS IS A PUBLIC ROAD SUBDIVISION



VICINITY MAP  
NOT TO SCALE

PROJECT SITE

- #### NOTES AND LEGEND
- 1. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 2. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 3. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 4. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 5. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 6. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 7. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 8. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 9. CONCRETE DRIVEWAY - SET PER WAL & DOCK
  - 10. CONCRETE DRIVEWAY - SET PER WAL & DOCK

- #### SURVEYOR'S NOTES
1. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  2. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  3. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
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  5. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  6. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  7. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  8. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  9. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.
  10. SURVEYOR HAS REVIEWED THIS PLAT AND FINDS THAT IT COMES WITHIN THE POWER AND DUTY OF HIS OFFICE TO APPROVE THE SAME.

#### NOTARY PUBLIC STATEMENT

NOTARY PUBLIC STATE OF FLORIDA

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

#### DEDICATION

WE, THE UNDERSIGNED, DO HEREBY DEDICATE TO THE PUBLIC THE FOLLOWING DESCRIBED TRACT OF LAND:

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

#### CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

#### ACKNOWLEDGMENT

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

#### SURVEYOR'S STATEMENT

I, THE UNDERSIGNED, DO HEREBY STATE THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

#### NOTICE

NOTICE IS HEREBY GIVEN THAT THE ABOVE DESCRIBED TRACT OF LAND IS THE PROPERTY OF THE UNDERSIGNED AND THAT THE SAME IS BEING OFFERED FOR SALE TO THE PUBLIC.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_



PLATINUM SURVEYING & MAPPING  
1000 South Palm Avenue, Suite 1, Lakeland, Florida 33813  
(813) 522-1111  
STATE OF FLORIDA SURVEYING AND MAPPING BUSINESS REGISTRATION NO. 448

Item 8.





**LEGAL DESCRIPTION:**

ADDITIONAL ROAD RIGHT-OF-WAY FOR H.L. SMITH ROAD, OVER AND ACROSS THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 89°22'48" WEST, A DISTANCE OF 9.00 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY OF H.L. SMITH ROAD AS RECORDED IN MAP BOOK 4, PAGES 182-190 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH ALONG SAID MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: THENCE 1.) SOUTH 00°49'57" EAST, A DISTANCE OF 8.89 FEET; THENCE 2.) SOUTH 00°49'58" EAST, A DISTANCE OF 100.00 FEET; THENCE 3.) SOUTH 01°24'20" EAST, A DISTANCE OF 100.00 FEET; THENCE 4.) SOUTH 00°49'57" EAST, A DISTANCE OF 100.00 FEET; THENCE 5.) SOUTH 00°49'57" EAST, A DISTANCE OF 100.00 FEET; THENCE 6.) SOUTH 01°24'20" EAST, A DISTANCE OF 100.00 FEET; THENCE 7.) SOUTH 01°24'20" EAST, A DISTANCE OF 100.00 FEET; THENCE 8.) SOUTH 01°24'20" EAST, A DISTANCE OF 60.73 FEET TO A POINT WHICH LIES SOUTH 89°26'19" WEST AND 5.39 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFORESAID SECTION 26; THENCE DEPARTING SAID WEST MAINTAINED RIGHT-OF-WAY, SOUTH 89°26'19" WEST, A DISTANCE OF 35.16 FEET; THENCE NORTH 01°34'55" EAST, A DISTANCE OF 107.74 FEET; THENCE NORTH 00°58'12" WEST, A DISTANCE OF 561.92 FEET; THENCE NORTH 89°22'48" EAST, A DISTANCE OF 28.39 FEET RETURNING TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION AND SKETCH  
NOT A BOUNDARY SURVEY  
SHEET 1 OF 2  
EXHIBIT "A"**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KENNETH W. THOMPSON, P.S.M. AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE OR A DIGITAL SIGNATURE AFFIXED HERETO.



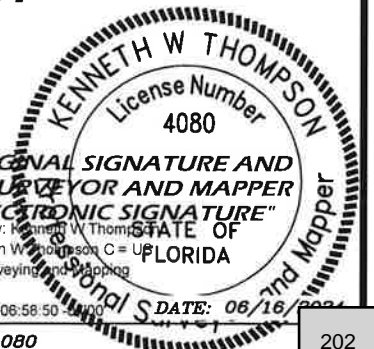
6700 South Florida Avenue, Suite 1, Lakeland, Florida 33813  
(863) 904-4699 - kthompson@platinumsurveying.com  
STATE OF FLORIDA AUTHORIZATION FOR:  
SURVEYING AND MAPPING BUSINESS - LB 8135

**"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS AFFIXED WITH AN ELECTRONIC SIGNATURE"**

**Kenneth W  
Thompson**

**KENNETH W. THOMPSON P.L.S. #4080**

Digitally signed by: Kenneth W. Thompson  
DN: CN = Kenneth W. Thompson C = US  
O = Platinum Surveying and Mapping  
LLC  
Date: 2024.07.11 06:58:50 -0400



S:\ACTIVE\CENTERSTATE DEVELOPMENT\WOODLAND RANCH WEST\WOODLAND RANCH WEST\WOODLAND RANCH WEST-RW DESC 07-11-2024.dwg, 7/11/2024 6:57 AM, Ken Thompson



LOT 3  
OVERLOOK VIEW  
PLAT BOOK 93, PAGE 14

3' EASEMENT FOR CONSTRUCTING  
AND MAINTAINING A WATER  
IRRIGATION PIPELINE O.R. BOOK  
1214, PAGE 170

S89°22'48"W  
9.00'

S00°49'57"E  
8.89'

POINT OF COMMENCEMENT  
THE NORTHEAST CORNER  
OF THE SOUTHEAST 1/4  
NORTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF  
SECTION 26, TOWNSHIP 28  
SOUTH, RANGE 27 EAST

N89°22'48"E  
28.39'

TRACT A

S00°49'57"E  
100.00'

**BARNFIELD BOULEVARD**  
60.00' RIGHT-OF-WAY WIDTH

S01°24'20"E  
100.00'

S00°49'57"E  
100.00'

S00°49'57"E  
100.00'

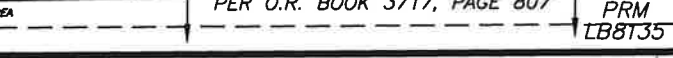
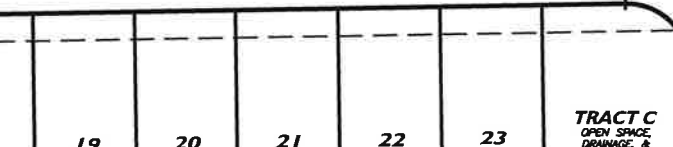
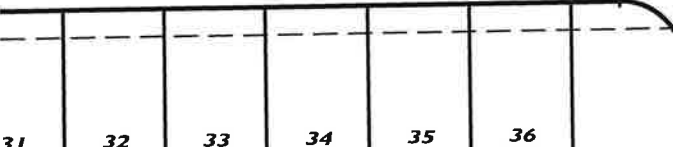
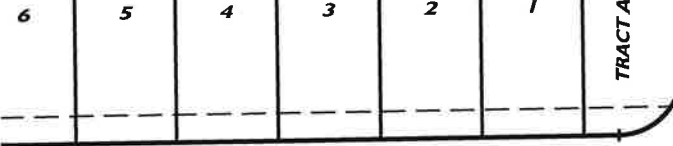
S01°24'20"E  
100.00'

S01°24'20"E  
100.00'

S01°24'20"E  
60.73'

THE SOUTHEAST CORNER OF THE  
SOUTHEAST 1/4 NORTHWEST 1/4  
OF THE SOUTHEAST 1/4 OF  
SECTION 26, TOWNSHIP 28  
SOUTH, RANGE 27 EAST

S89°26'19"W  
5.39'



ABEL LOOP RIDGE PHASE I, A REPLAT  
PLAT BOOK 191, PAGES 15-19

TRACT "D"  
RESUBDIVISION

S89°26'19"W  
35.19'

N01°34'55"E  
107.74'

TRACT "A"  
RESUBDIVISION

H.L. SMITH ROAD  
WEST R/W PER MAP BOOK 4, PAGES 182-190

**LEGAL DESCRIPTION AND SKETCH**  
**NOT A BOUNDARY SURVEY**  
**SHEET 2 OF 2**  
**EXHIBIT "A"**

THE SEAL APPEARING ON THIS DOCUMENT WAS  
AUTHORIZED BY KENNETH W. THOMPSON, P.S.M.  
AS EVIDENCED BY EITHER AN ORIGINAL SIGNATURE  
OR A DIGITAL SIGNATURE AFFIXED HERETO.



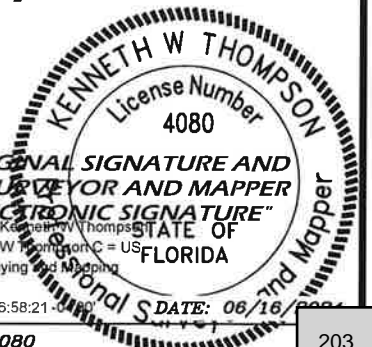
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Kenneth W  
Thompson

Digitally signed by: Kenneth W Thompson  
DN: CN = Kenneth W Thompson, C = US, STATE OF FLORIDA  
O = Platinum Surveying and Mapping LLC

Date: 2024.07.11 06:58:21 -0400



STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN SURVEYOR,  
DO HEREBY APPROVE OF THE TOWN OF DUNDEE CONDUIT DOCUMENT NO. \_\_\_\_\_ DATE OF \_\_\_\_\_ 20\_\_\_\_.

APPROVAL: TOWN ENGINEER  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN ENGINEER,  
DO HEREBY APPROVE OF THE TOWN OF DUNDEE CONDUIT DOCUMENT NO. \_\_\_\_\_ DATE OF \_\_\_\_\_ 20\_\_\_\_.

TOWN CHAIRMAN OF PLANNING & ZONING APPROVAL:  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN CHAIRMAN OF PLANNING & ZONING,  
DO HEREBY APPROVE OF THE TOWN OF DUNDEE CONDUIT DOCUMENT NO. \_\_\_\_\_ DATE OF \_\_\_\_\_ 20\_\_\_\_.

TOWN COMMISSIONER APPROVAL: (MAYOR & TOWN CLERK)  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN COMMISSIONER,  
DO HEREBY APPROVE OF THE TOWN OF DUNDEE CONDUIT DOCUMENT NO. \_\_\_\_\_ DATE OF \_\_\_\_\_ 20\_\_\_\_.

TYPE OF DUNDEE COMMISSION  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CERTIFICATION:  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN CLERK,  
DO HEREBY CERTIFY THAT THIS PLAT HAS  
BEEN ACCEPTED FOR RECORDING ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

CLERK OF THE CIRCUIT COURT  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, CLERK OF THE CIRCUIT COURT,  
DO HEREBY CERTIFY THAT THIS PLAT HAS  
BEEN ACCEPTED FOR RECORDING ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

DEDICATION:  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN CLERK,  
DO HEREBY DEDICATE TO THE PUBLIC  
THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:  
\_\_\_\_\_

ACKNOWLEDGMENT:  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN CLERK,  
DO HEREBY ACKNOWLEDGE THAT THE  
SIGNATURES OF THE PARTIES TO THIS  
PLAT HAVE BEEN VERIFIED BY ME AS  
BEING THE SIGNATURES OF THE  
RESPECTIVE PARTIES TO THIS PLAT.

SURVEYOR'S STATEMENT:  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN SURVEYOR,  
DO HEREBY STATE THAT I AM A  
LICENSED SURVEYOR IN THE STATE OF  
FLORIDA AND THAT I HAVE PERSONALLY  
EXAMINED THE PLAT AND THAT I AM  
SATISFIED THAT THE PLAT ACCURATELY  
REPRESENTS THE ACTUAL SURFACE  
CONDITIONS AND THAT THE PLAT IS  
IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE  
FLORIDA SURVEYING AND MAPPING  
ACTS, CHAPTER 469, F.S.

NOTICE:  
THIS PLAT IS A PART OF THE  
DUNDEE CONDUIT PROJECT AND IS  
SUBJECT TO THE TERMS AND  
CONDITIONS OF THE  
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WHICH IS FILED IN THE PUBLIC  
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BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

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# WOODLAND RANCH ESTATES EAST

## A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25 AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, STATE OF FLORIDA

LEGAL DESCRIPTION

4002 THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE EAST 300 FEET OF THE SOUTH 792 FEET TRAILWAY, AND LESS IN 1/2 OF THE FOLLOWING DESCRIBED PROPERTY:

4003 COMMENCE AT THE SW CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, AND THENCE RUN EAST ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION FOR A DISTANCE OF 303 FEET, AND THENCE S 89° 57' 00" W FOR A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING.

4004 S. 1/2 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS EXISTING CRANFORD ROAD WIDTHS OF 30 FEET.

4005 BEGIN AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, THENCE EAST 31 FEET, RUN THENCE NORTHEASTERLY ALONG THE FENCE LINE TO THE POINT ON THE EAST BOUNDARY OF SAID SECTION 25, THENCE S 89° 57' 00" W FOR A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING.

4006 THE NORTH 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS EXISTING CRANFORD ROAD WIDTHS OF 30 FEET.

4007 1/2 OF THE FOLLOWING DESCRIBED PROPERTY, COMMENCE AT THE SW CORNER OF THE SW 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, THENCE EAST 31 FEET, RUN THENCE NORTHEASTERLY ALONG THE FENCE LINE TO THE POINT ON THE EAST BOUNDARY OF SAID SECTION 25, THENCE S 89° 57' 00" W FOR A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING.

4008 THE SW 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LESS THE NORTH 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS EXISTING CRANFORD ROAD WIDTHS OF 30 FEET.



PROJECT SITE

- NOTES AND LEGEND
- 1. THIS PLAT IS A PART OF THE DUNDEE CONDUIT PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DUNDEE CONDUIT AGREEMENT, WHICH IS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.
- 2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PLAT ACCURATELY REPRESENTS THE ACTUAL SURFACE CONDITIONS.
- 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PLAT ACCURATELY REPRESENTS THE ACTUAL SURFACE CONDITIONS.
- 4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PLAT ACCURATELY REPRESENTS THE ACTUAL SURFACE CONDITIONS.
- 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PLAT ACCURATELY REPRESENTS THE ACTUAL SURFACE CONDITIONS.
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- 10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE PLAT ACCURATELY REPRESENTS THE ACTUAL SURFACE CONDITIONS.

PRIVATE ROAD & MAINTENANCE NOTE  
THE PRIVATE ROAD AND MAINTENANCE AGREEMENT IS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

COMMUNITY INTEREST STATEMENT  
THIS PLAT IS A PART OF THE DUNDEE CONDUIT PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DUNDEE CONDUIT AGREEMENT, WHICH IS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

COB ACCEPTANCE  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN CLERK,  
DO HEREBY ACCEPT FOR RECORDING THIS PLAT.

COB ACKNOWLEDGMENT  
STATE OF FLORIDA,  
COUNTY OF POLK,  
I, \_\_\_\_\_, TOWN CLERK,  
DO HEREBY ACKNOWLEDGE THAT THE SIGNATURES OF THE PARTIES TO THIS PLAT HAVE BEEN VERIFIED BY ME AS BEING THE SIGNATURES OF THE RESPECTIVE PARTIES TO THIS PLAT.

NOTICE  
THIS PLAT IS A PART OF THE DUNDEE CONDUIT PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DUNDEE CONDUIT AGREEMENT, WHICH IS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

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**NOTES AND LEGEND**

- 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES OR IRON RODS.
- 3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 5. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 6. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 7. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 8. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 9. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.
- 10. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR FROM THE CORNER OF THE LOT.



TRACT NO.	AREA (SQ. FT.)	PERCENTAGE	OWNER
1	10,000	100%	...
2	10,000	100%	...
3	10,000	100%	...
4	10,000	100%	...
5	10,000	100%	...
6	10,000	100%	...
7	10,000	100%	...
8	10,000	100%	...
9	10,000	100%	...
10	10,000	100%	...
11	10,000	100%	...
12	10,000	100%	...
13	10,000	100%	...
14	10,000	100%	...
15	10,000	100%	...
16	10,000	100%	...
17	10,000	100%	...
18	10,000	100%	...
19	10,000	100%	...
20	10,000	100%	...
21	10,000	100%	...
22	10,000	100%	...
23	10,000	100%	...
24	10,000	100%	...
25	10,000	100%	...
26	10,000	100%	...
27	10,000	100%	...
28	10,000	100%	...
29	10,000	100%	...
30	10,000	100%	...
31	10,000	100%	...
32	10,000	100%	...
33	10,000	100%	...
34	10,000	100%	...
35	10,000	100%	...
36	10,000	100%	...
37	10,000	100%	...
38	10,000	100%	...
39	10,000	100%	...
40	10,000	100%	...
41	10,000	100%	...
42	10,000	100%	...
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47	10,000	100%	...
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78	10,000	100%	...
79	10,000	100%	...
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81	10,000	100%	...
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83	10,000	100%	...
84	10,000	100%	...
85	10,000	100%	...
86	10,000	100%	...
87	10,000	100%	...
88	10,000	100%	...
89	10,000	100%	...
90	10,000	100%	...
91	10,000	100%	...
92	10,000	100%	...
93	10,000	100%	...
94	10,000	100%	...
95	10,000	100%	...
96	10,000	100%	...
97	10,000	100%	...
98	10,000	100%	...
99	10,000	100%	...
100	10,000	100%	...

**NOTICE:**  
 THE STATE OF FLORIDA DEPARTMENT OF REVENUE HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 218, F.S. AND THE PLAT IS BEING RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.













# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, PARKS AND RECREATION  
ENCLOSED TRAILER

**SUBJECT:** Purchase of one (1) 7x16 foot enclosed trailer

**STAFF ANALYSIS:** Town staff is trying to take care of the mowing equipment for the long term. Being able to house the equipment in an enclosed trailer will protect it from the weather and from theft. Not only that, but staff will be able to take shelter during unforeseen weather conditions as well as have a safe and secure place for equipment while performing other tasks in the assigned work area. Lastly, handheld equipment with small engines will be better protected from rain.

This item was approved in the FY2024-25 budget, and staff is seeking approval for purchase from Brad's Tires, Autos, and Trailers in Davenport, Florida.

**FISCAL IMPACT:** \$7,662.00

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** Quote Sheet  
Quotes

**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 11/12/2024

DEPARTMENT: Park and Recs Department

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: purchase of 7x16ft enclosed trailer for mowing crew

Vendor Selected:

**VENDOR #1**

COMPANY NAME: Brads Discount Tires and Auto trailers

CONTACT NUMBER: 863-419-2886

NAME OF REPRESENTATIVE: Karen (emailed)

PRICE: \$7662.00

SHIPPING: included in price

COMMENTS: purchase of 7x16ft enclosed trailer for mowing crew

Vendor Selected:

**VENDOR #2**

COMPANY NAME: Right Trailers Inc

CONTACT NUMBER: 863-608-0106

NAME OF REPRESENTATIVE: Tommy (emailed)

PRICE: \$9199.00

SHIPPING: included in price

COMMENTS: purchase of 8.5x16ft enclosed trailer for mowing crew

Vendor Selected:

**VENDOR #3**

COMPANY NAME: southern Wholesale Trailers

CONTACT NUMBER: 863-666-5800

NAME OF REPRESENTATIVE: AL (emailed)

PRICE: \$8,029.00

SHIPPING: included in price

COMMENTS: purchase of 8.5x16ft enclosed trailer for mowing crew

DEPARTMENT DIRECTOR/SUPERVISOR: Jahmichael Lee

DATE: 11/12/2024

FINANCE DIRECTOR APPROVAL: Phyllis Bell

DATE: 11/12/2024

TOWN MANAGER APPROVAL: John Vice

DATE: 11/12/2024

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:



3025 US Hwy 92 E  
Lakeland, FL 33801

T: (863) 666-5800 F: (863) 666-5772

7950 US Hwy 98 N  
Lakeland, FL 33810

T: (863) 859-9933 F: (863) 858-1892

Deal	0	Item 9.
Date	10/29/24	

Your Rep AL BATTILLA  
863-223-6272

Buyer	TOWN OF DUNDEE	DL		DOB	
Co-Buyer		SSN/FEIN		DOB	
Address		Phone			
City, St, Z		email			

NEW		Make	ARISING	PO	
Year	0	Model	8.5X16	Body,Color	CARGO WHITE
		VIN/SN	0	Stock	0 Wgt (lbs) 0

TRADE IN	Make		Color	
	Model		Year	
	VIN/SN			

**PRICE \$ 7,800.00**  
(incl discount for cash)

init \_\_\_\_\_ I have visually checked my axles and they are straight.  
init \_\_\_\_\_ I understand that my trailer weighs less than 2,000 lbs and I will get my own tag.

IF THIS VEHICLE IS USED, IT IS SOLD WITHOUT WARRANTY. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING AND / OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST AND / OR MAY OCCUR IN THE VEHICLE WITH THE FOLLOWING EXCEPTIONS:

ALL SALES FINAL NO EXCHANGES OR REFUNDS.  
FACTORY WARRANTY ONLY SOLD AS IS BY DEALER

I have read and understand the above terms.  X

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product. This contract is not assignable and not voidable and all terms and conditions of this sale are contained herein and no verbal understanding or promises whatsoever are a part of this agreement. The customer certifies that he or she is 18 years of age or over and warrant that he or she is the true and lawful owner of the car, truck or trailer traded in and that it is free of all encumbrances whatsoever except as noted above. I agree to pay the balance on the terms specified and accept delivery of the car, truck or trailer within forty-eight hours after I have been notified that it is ready. In case I fail to take delivery of car, truck or trailer when notified, my deposit may be retained as liquidated damages for your expense and effort in the matter, and you may dispose of the car or truck without any liability to me whatsoever. It is agreed that cash or used car, or proceeds from the sale of such used car, accepted as purchaser acquires no right, title or interest in or to the property which he or she agrees to purchase here under until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties here to, the terms of which shall thereafter be controlling.

Doc Fee	25.00
Dealer Fee	waived
<b>Sub-Total</b>	<b>7,825.00</b>
Sales Tax	ex - Government
Tag / Title Service	200.00
FL Battery Fee	-
FL Tire Fee	4 4.00
<b>Total Sale</b>	<b>8,029.00</b>
<b>Remaining Balance</b>	<b>8,029.00</b>
To be funded by ...	0

1.4.0 Purchaser  X

Accepted By  X  213



Passenger Tires • RV Tires • Ag Tires • Semi Tires  
Balancing • Oil Changes & Alignments  
Custom Accessories

38190 U.S. Hwy. 27 North  
Davenport, FL 33837

(863) 419-2886

Quote  
666693

Item 9.



BFGoodrich TOYO TIRES



**BILL TO:** Town of Dundee

Address:

Phone #:

P.O. #: Type of Veh.: Trailer

Unit #: Mileage / Hrs.:

Wheel Pos.: LF — RF | LF — RF | RF RFO RRØ RFO RMO RRO  
 LR — RR | LFD — RFD | RFI RFI RFI RFI RFI RFI  
 LRD — RRD | LFI LRI LFI LMI LRI  
 LFO LRO LFO LMO LRO

**DATE:** 11/1/2124

Tech

Starting Time

Finishing Time

Qty.	Description of Work	Fet	Unit	Ext.
	<u>1x16TA Cargo TRL Black or White</u>			<u>7400.00</u>
	<u>Temp Tag</u>			<u>12.00</u>
	<u>Tag + Title Fees</u>			<u>250.00</u>
	<u>All World Trailers</u>			

**Please read carefully, check one of the statements below, and sign:** I understand that, under state law, I am entitled to a written estimate if my final bill will exceed \$100.

I request a written estimate.

I do not request a written estimate as long as the repair costs do not exceed \$ \_\_\_\_\_.

The shop may not exceed this amount without my written or oral approval.

I do not request a written estimate.

<b>SUBTOTAL</b>	<u>7662.00</u>
<b>TAX</b>	<u>—</u>
<b>TOTAL</b>	<u>7662.00</u>

\*LUG TIGHTNESS MUST BE CHECKED AFTER 20 MILES \_\_\_\_\_ DI

\*ALL OFF TIRES SCRAPPED SAME DAY

I hereby recognize that there is no warranty or guarantee on any of all used tires purchased and absolutely no refunds or exchanges on used tires. ALL SALES ARE FINAL

All off-casings that are sent to be capped and not picked up by the customer on the same day become property of Brad's Discount Tire & Auto.

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk.

An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing.

Buyer accepts all liability on condition of used tires and performance of used tires.

Customer realizes that Brad's Discount Tire & Auto takes no responsibility for scratches or dents on rims or wheels.

I, the customer, agree to check "LUG TIGHTNESS" after 20 miles.

I, the customer, realize that changing tire and / or wheel size on my vehicle may permanently affect the performance of my vehicle.

I, the customer, realize that any returned checks are subject to a \$35.00 fee.

Brad's Discount Tire & Auto is not responsible for wheels, wheel covers, hub caps or center caps that may be damaged or lost at the time of work done or after.

I, the customer, realize that any change or addition of custom wheels and / or tires may forfeit the use of factory air pressure sensors in or on my vehicle.

On all accounts over 30 days, a FINANCE CHARGE of 1-1/2% per month which is AN ANNUAL PERCENTAGE RATE OF 18%, will be added to your bill. Customer agrees to pay reasonable attorney's fees for collection of this invoice.

I, the customer realize that lifting/lowering and or altering the factory specs of my vehicle may cause premature wear of parts, safety and handling problems, and may significantly change the driving experience of my vehicle. All road hazard must be purchased at additional cost. Road hazard is not available on all tire sizes.

Customer accepts that to stay within mileage warranty tires have to be rotated every six thousand miles by Brad's Discount Tire & Auto or provide proof of work done elsewhere at approved tire retailer.

Customer accepts that no tire carries a road hazard guarantee unless purchased at additional cost at Brad's Discount Tire & Auto.

I, the customer, realize that all warranty issues are subject to manufacturer policies and not subject to the judgement of Brad's Discount Tire & Auto.

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



Right Trailers Inc.  
 7220 US Hwy 98 North  
 Lakeland, FL 33809  
 Phone 863-608-0106  
 twilliams@righttrailers.com

To Town of Dundee  
 Attn: John Vice  
 202 Main St  
 Dundee, FL 33838  
 Ph: (863) 514-6636  
 Jvice@townofdundee.com

Salesperson	Inv #	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Date
TOMMY		Delivered	Truck		Net 30	10/31/2024

Qty	Item #	Description	Unit Price	Discount	Line total
1	NS8516TA3	Continental Cargo 8.5x16 TA3 Enclosed Trailer	9,999.00	-800.00	9,199.00
1	NS8516TA3	Continental Cargo 8.5x16 TA3 Enclosed Trailer	9,999.00	-800.00	9,199.00
		All steel frame, 6'9" interior, 3/8" plywood walls, 3/4" TREATED plywood floor, rear ramp door, side door, drop axle, 15" tires, 16" flap on rear door, aluminum fenders, 24" stone guard, 12-volt interior light, roof vent, (4) D-RINGS INSTALLED, 16" OC WALLS AND FLOOR, 60" EXT TONGUE, REAR SPOILER (WING), ALUM WHEELS, .030 WHITE			
2		Delivered to above address	150.00	-300.00	N/C
		Order will take 4 weeks			
		Quote is good for 15 days from 10/31/2024			
<b>Subtotal</b>					<b>\$18,398.00</b>
7% Sales Tax					\$
Temp Tag for each trailer					\$
<b>Total</b>					<b>\$18,398.00</b>

*Thank you for your business!*



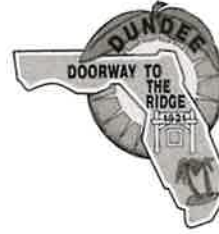
# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

<b>AGENDA ITEM TITLE:</b>	<b>DISCUSSION &amp; ACTION, STREETS DIVISION ENCLOSED TRAILER</b>
<b>SUBJECT:</b>	Purchase of one (1) 7x16 foot enclosed trailer
<b>STAFF ANALYSIS:</b>	<p>Town staff is trying to take care of the mowing equipment for the long term. Being able to house the equipment in an enclosed trailer will protect it from the weather and from theft. Not only that, but staff will be able to take shelter during unforeseen weather conditions as well as have a safe and secure place for equipment while performing other tasks in the assigned work area. Lastly, handheld equipment with small engines will be better protected from rain.</p> <p>This item was approved in the FY2024-25 budget, and staff is seeking approval for purchase from Brad's Tires, Autos, and Trailers in Davenport, Florida.</p>
<b>FISCAL IMPACT:</b>	\$7,662.00
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Quote Sheet Quotes



**TOWN OF DUNDEE  
PRICE QUOTE SHEET**



DATE: 11/12/2024

DEPARTMENT: Streets Department

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: purchase of 7x16ft enclosed trailer for mowing crew

Vendor Selected:

**VENDOR #1**

COMPANY NAME: Brads Discount Tires and Auto trailers  
CONTACT NUMBER: 863-419-2886 NAME OF REPRESENTATIVE: Karen (emailed)  
PRICE: \$7662.00 SHIPPING: included in price  
COMMENTS: purchase of 7x16ft enclosed trailer for mowing crew

Vendor Selected:

**VENDOR #2**

COMPANY NAME: Right Trailers Inc  
CONTACT NUMBER: 863-608-0106 NAME OF REPRESENTATIVE: Tommy (emailed)  
PRICE: \$9199.00 SHIPPING: included in price  
COMMENTS: purchase of 8.5x16ft enclosed trailer for mowing crew

Vendor Selected:

**VENDOR #3**

COMPANY NAME: southern Wholesale Trailers  
CONTACT NUMBER: 863-666-5800 NAME OF REPRESENTATIVE: AL (emailed)  
PRICE: \$8,029.00 SHIPPING: included in price  
COMMENTS: purchase of 8.5x16ft enclosed trailer for mowing crew

DEPARTMENT DIRECTOR/SUPERVISOR: [Signature] DATE: 11/12/2024  
FINANCE DIRECTOR APPROVAL: [Signature] DATE: 11/12/2024  
TOWN MANAGER APPROVAL: [Signature] DATE: 11/12/2024  
ADDITIONAL COMMENTS: \_\_\_\_\_  
SOLE SOURCE JUSTIFICATION: \_\_\_\_\_



3025 US Hwy 92 E  
Lakeland, FL 33801

T: (863) 666-5800 F: (863) 666-5772

7950 US Hwy 98 N  
Lakeland, FL 33810

T: (863) 859-9933 F: (863) 858-1892

Deal	0	Item 10.
Date	10/29/24	

Your Rep AL BATTILLA  
863-223-6272

Buyer	TOWN OF DUNDEE	DL		DOB	
Co-Buyer		SSN/FEIN		DOB	
Address		Phone			
City, St, Z		email			

<b>NEW</b>		Make	ARISING	PO	
		Model	8.5X16	Body,Color	CARGO WHITE
Year	0	VIN/SN	0	Stock	0 Wgt (lbs) 0

<b>TRADE IN</b>	Make		Color	
	Model		Year	
	VIN/SN			

**PRICE** \$ **7,800.00**  
(incl discount for cash)

init \_\_\_\_\_ I have visually checked my axles and they are straight.  
init \_\_\_\_\_ I understand that my trailer weighs less than 2,000 lbs and I will get my own tag.

IF THIS VEHICLE IS USED, IT IS SOLD WITHOUT WARRANTY. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING AND / OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST AND / OR MAY OCCUR IN THE VEHICLE WITH THE FOLLOWING EXCEPTIONS:

ALL SALES FINAL NO EXCHANGES OR REFUNDS.  
FACTORY WARRANTY ONLY SOLD AS IS BY DEALER

I have read and understand the above terms.  X

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said product. This contract is not assignable and not voidable and all terms and conditions of this sale are contained herein and no verbal understanding or promises whatsoever are a part of this agreement. The customer certifies that he or she is 18 years of age or over and warrant that he or she is the true and lawful owner of the car, truck or trailer traded in and that it is free of all encumbrances whatsoever except as noted above. I agree to pay the balance on the terms specified and accept delivery of the car, truck or trailer within forty-eight hours after I have been notified that it is ready. In case I fail to take delivery of car, truck or trailer when notified, my deposit may be retained as liquidated damages for your expense and effort in the matter, and you may dispose of the car or truck without any liability to me whatsoever. It is agreed that cash or used car, or proceeds from the sale of such used car, accepted as purchaser acquires no right, title or interest in or to the property which he or she agrees to purchase here under until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties here to, the terms of which shall thereafter be controlling.

Doc Fee	25.00
Dealer Fee	waived
<b>Sub-Total</b>	<b>7,825.00</b>
Sales Tax	ex - Government
Tag / Title Service	200.00
FL Battery Fee	-
FL Tire Fee	4 4.00
<b>Total Sale</b>	<b>8,029.00</b>
<b>Remaining Balance</b>	<b>8,029.00</b>
To be funded by ...	0



Passenger Tires • RV Tires • Ag Tires • Semi Tires  
Balancing • Oil Changes & Alignments  
Custom Accessories

38190 U.S. Hwy. 27 North  
Davenport, FL 33837

(863) 419-2886

Quote  
666693

Item 10.



BFGoodrich TOYO TIRES



**BILL TO:** Town of Dundee

Address:

Phone #:

P.O. #: Type of Veh.: Trailer

Unit #: Mileage / Hrs.:

Wheel Pos.: LF — RF | LF — RF | RF RFO RRØ RFO RMO RRO  
 LR — RR | LFD — RFD | RFI RFI RFI RFI RFI RFI  
 LRD — RRD | LF LFI LRI LFI LMI LRI  
 LFO LRO LFO LMO LRO

**DATE:** 11/1/2124

Tech

Starting Time

Finishing Time

Qty.	Description of Work	Fet	Unit	Ext.
	1x16TA Cargo TRL Black or White			7400.00
	Temp Tag			12.00
	Tag + Title Fees			250.00
	<u>All World Trailers</u>			

**Please read carefully, check one of the statements below, and sign:** I understand that, under state law, I am entitled to a written estimate if my final bill will exceed \$100.

I request a written estimate.

I do not request a written estimate as long as the repair costs do not exceed \$ \_\_\_\_\_.

The shop may not exceed this amount without my written or oral approval.

I do not request a written estimate.

<b>SUBTOTAL</b>	7662.00
<b>TAX</b>	—
<b>TOTAL</b>	7662.00

**\*LUG TIGHTNESS MUST BE CHECKED AFTER 20 MILES** \_\_\_\_\_ **DI** **\*ALL OFF TIRES SCRAPPED SAME DAY**

I hereby recognize that there is no warranty or guarantee on any of all used tires purchased and absolutely no refunds or exchanges on used tires. All off-casings that are sent to be capped and not picked up by the customer on the same day become property of Brad's Discount Tire & Auto. Customer realizes that Brad's Discount Tire & Auto takes no responsibility for scratches or dents on rims or wheels. I, the customer, agree to check "LUG TIGHTNESS" after 20 miles. I, the customer, realize that changing tire and / or wheel size on my vehicle may permanently affect the performance of my vehicle. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles placed with them for storage, sale, repair or while road testing. Buyer accepts all liability on condition of used tires and performance of used tires. Customer realizes that Brad's Discount Tire & Auto takes no responsibility for scratches or dents on rims or wheels. I, the customer, realize that any returned checks are subject to a \$35.00 fee. Brad's Discount Tire & Auto is not responsible for wheels, wheel covers, hub caps or center caps that may be damaged or lost at the time of work done or after. I, the customer, realize that any change or addition of custom wheels and / or tires may forfeit the use of factory air pressure sensors in or on my vehicle. On all accounts over 30 days, a FINANCE CHARGE of 1-1/2% per month which is AN ANNUAL PERCENTAGE RATE OF 18%, will be added to your bill. Customer agrees to pay reasonable attorney's fees for collection of this invoice. I, the customer realize that lifting/lowering and or altering the factory specs of my vehicle may cause premature wear of parts, safety and handling problems, and may significantly change the driving experience of my vehicle. All road hazard must be purchased at additional cost. Road hazard is not available on all tire sizes. Customer accepts that to stay within mileage warranty tires have to be rotated every six thousand miles by Brad's Discount Tire & Auto or provide proof of work done elsewhere at approved tire retailer. Customer accepts that no tire carries a road hazard guarantee unless purchased at additional cost at Brad's Discount Tire & Auto. I, the customer, realize that all warranty issues are subject to manufacturer policies and not subject to the judgement of Brad's Discount Tire & Auto.

**ALL SALES ARE FINAL**

**I, THE CUSTOMER, REALIZE ALL DEPOSITS ARE NON-REFUNDABLE.**

**BE SURE TO ROTATE TIRES EVERY 6,000 MILES AND CHECK AIR PRESSURE EVERY DAY.**

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



Right Trailers Inc.  
 7220 US Hwy 98 North  
 Lakeland, FL 33809  
 Phone 863-608-0106  
 twilliams@righttrailers.com

To Town of Dundee  
 Attn: John Vice  
 202 Main St  
 Dundee, FL 33838  
 Ph: (863) 514-6636  
 Jvice@townofdundee.com

Salesperson	Inv #	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Date
TOMMY		Delivered	Truck		Net 30	10/31/2024

Qty	Item #	Description	Unit Price	Discount	Line total
1	NS8516TA3	Continental Cargo 8.5x16 TA3 Enclosed Trailer	9,999.00	-800.00	9,199.00
1	NS8516TA3	Continental Cargo 8.5x16 TA3 Enclosed Trailer	9,999.00	-800.00	9,199.00
		All steel frame, 6'9" interior, 3/8" plywood walls, 3/4" TREATED plywood floor, rear ramp door, side door, drop axle, 15" tires, 16" flap on rear door, aluminum fenders, 24" stone guard, 12-volt interior light, roof vent, (4) D-RINGS INSTALLED, 16" OC WALLS AND FLOOR, 60" EXT TONGUE, REAR SPOILER (WING), ALUM WHEELS, .030 WHITE			
2		Delivered to above address	150.00	-300.00	N/C
		Order will take 4 weeks			
		Quote is good for 15 days from 10/31/2024			
				Subtotal	\$18,398.00
				7% Sales Tax	\$
				Temp Tag for each trailer	\$
				Total	\$18,398.00

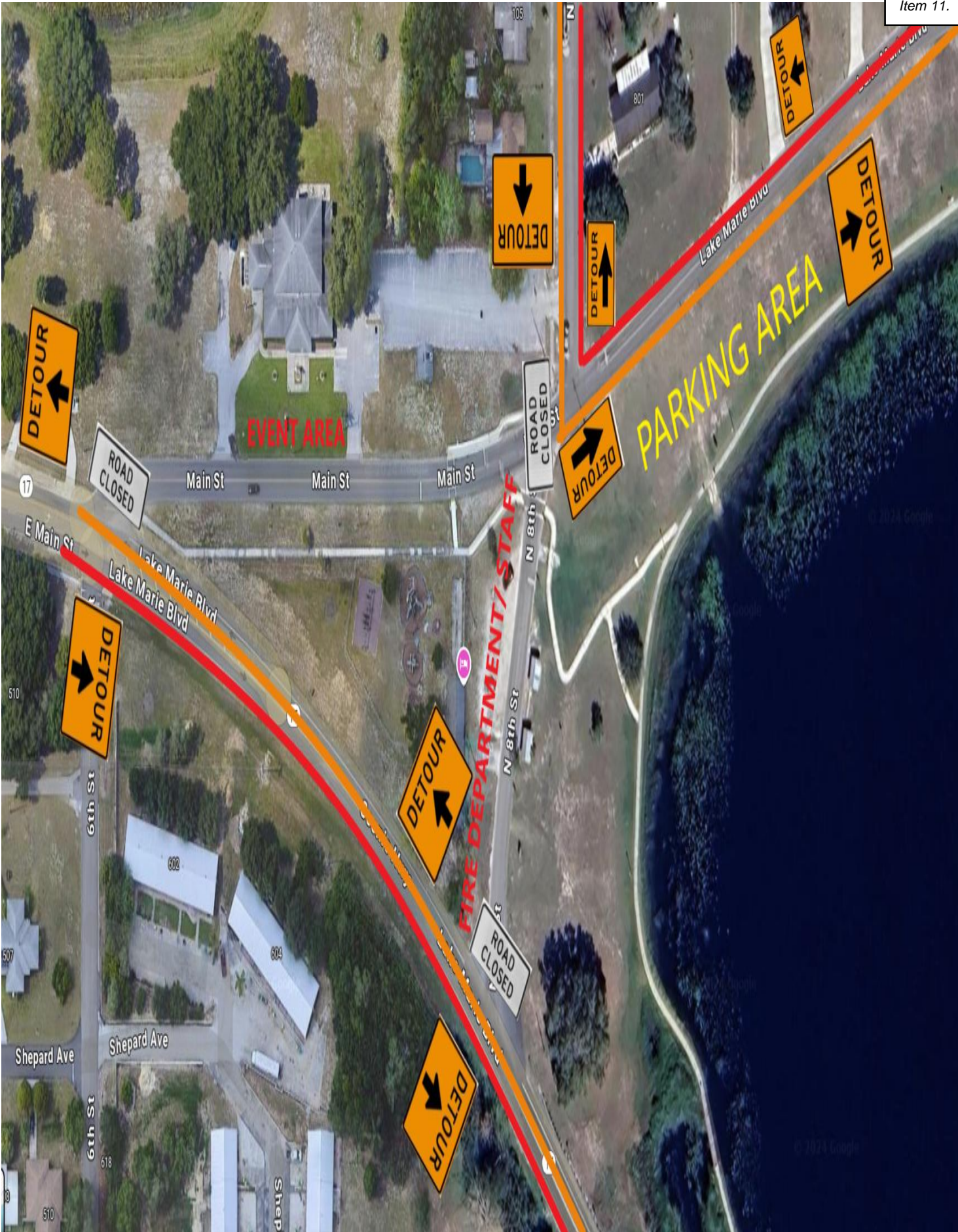
*Thank you for your business!*



# TOWN COMMISSION MEETING

## December 10, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** **DISCUSSION & ACTION, ROAD CLOSURE, DECEMBER 20<sup>TH</sup> MOVIE NIGHT AT THE DUNDEE COMMUNITY CENTER**
- SUBJECT:** Road Closure for December 20<sup>th</sup> Centennial Festival and Movie Night with Santa
- STAFF ANALYSIS:** The Town of Dundee has hosted several events this year for the Centennial Year Celebration. As the year comes to a close, we want to finish with a Centennial Celebration during the Movie with Santa event. To allow for safety during the event, staff is requesting that the road in front of the Dundee Community Center is closed. The areas to be closed include Lake Marie Boulevard and North 8<sup>th</sup> Street between the Lake Marie Bike Trail and the playground, as shown on the attached map. This road closure and parking plan will be the same as is done during the 4<sup>th</sup> of July event. Staff is asking to begin the road closure at 2:00pm on Friday, December 20<sup>th</sup>, 2024. The road will reopen no later than 10:00pm.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Road Closure Map





# TOWN COMMISSION MEETING

## December 10, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** **DISCUSSION & ACTION, CCOD EVENT APPLICATION AND ROAD CLOSURE, MARTIN LUTHER KING, JR. DAY PARADE AND BLOCK PARTY**

**SUBJECT:** Event application and road closure for MLK, Jr. Day Parade Event

**STAFF ANALYSIS:** Staff has received a request for a Martin Luther King, Jr. Day Parade and Block Party event from Committed Citizens of Dundee (CCOD). The applicant is asking for the event to be held on January 19, 2024, from 3-9pm. The applicant will start setting up the event on January 18<sup>th</sup>, 2024. The parade will start this event, which will begin at the Development Services Building located at 124 Dundee Road and proceed south on MLK Street toward Lincoln Avenue. This parade will create complete road closures in this area as shown on the maps. Once the parade has ended, there will be a road closure for the purpose of the block party as shown on the maps. Town staff is requesting that there is no side street parking on Betty Avenue near Henderson Park nor on Florida Avenue near the cemetery. By preventing side street parking in these areas, drivers will have a safe detour route to follow.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** Event Application from CCOD  
Parade Route Map  
Detour Map

### SPECIAL EVENT APPLICATION

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

Applicant Information:

Organization Name: CCOP

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

Address: 220 BETTY AVE Phone: 863-978-2990  
Dundee, FL 33838

Event Contact Information:

Name: (First & Last): Tyrone Henderson

Mailing Address: Blackrocks@gmail.com

City, ST, ZIP: 220 Betty Ave Dundee FL 33838

Phone#: 863 978-2990 Email: Blackrocks@gmail.com

Event Information:

Name of Event: M/K

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

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



Event Description: Perrine

Event Start Date: 1/18-24 Time: 3:00 PM Event End Date: 1/19/24 Time: 9 PM

Set up Date: 1/18 Time: 5:30 Take Down Date: 1/20 Time: 8 AM

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

Detailed Location of Event: MLK  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Site Plan Requirements:

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

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

Event Components:

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

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Other Information:

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

Please list all affected streets: UNDERTOWN

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

Please describe: PLA

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

Please describe State Roads to be closed: —

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

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

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

Any other requested assistance from the Town? LABORS / TRASH CANS  
TRASH BAGS

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

Insurance Requirements:

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

### Agreement to Assume Financial Responsibility for Injury or Damage

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

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

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

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

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

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

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

Signature of Sponsor or Authorized Representative of Sponsor

11/24/2024  
Date

Tyrone Henderson  
Printed Name

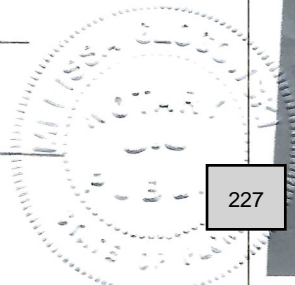
State of Florida  
County of Polk

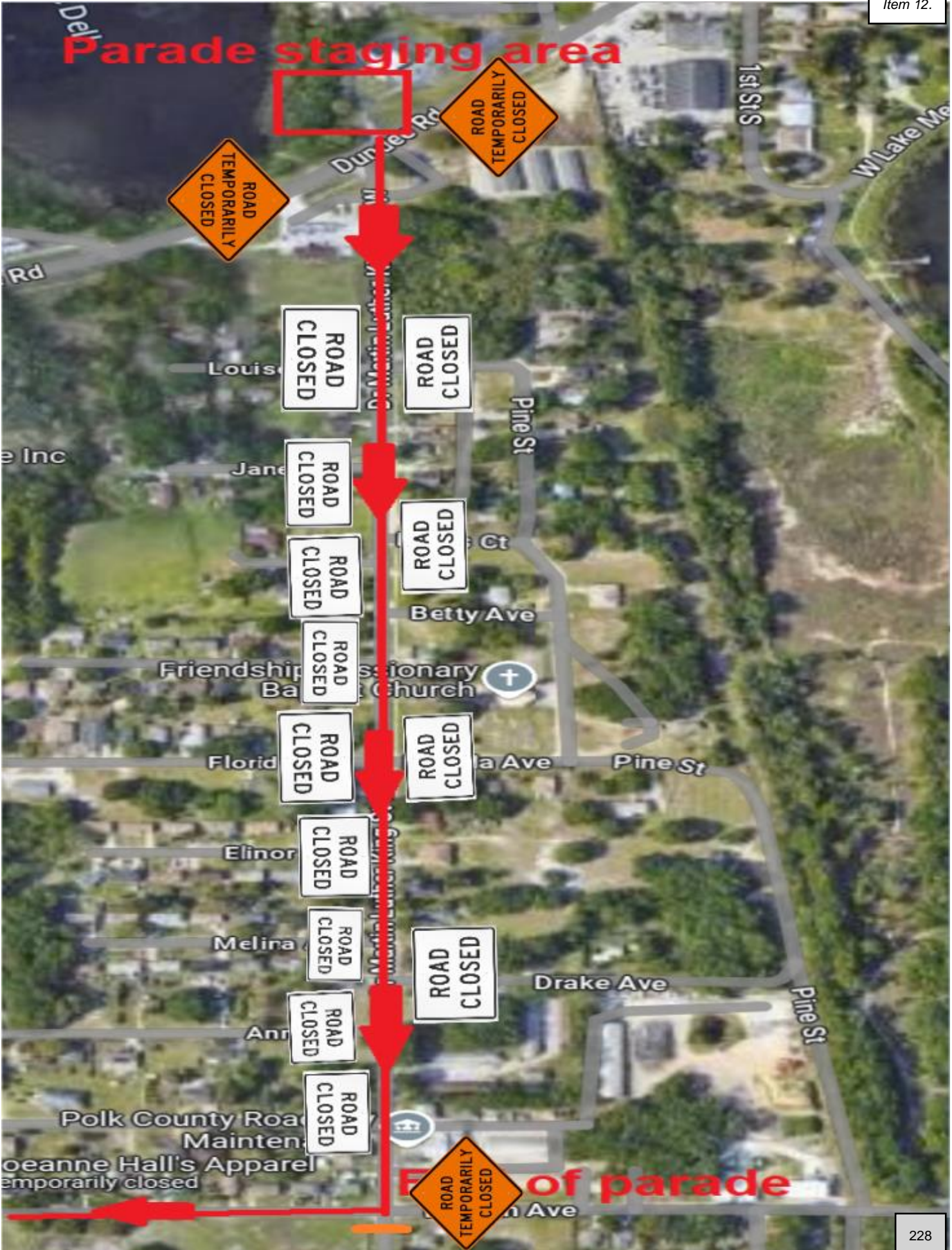
The forgoing instrument was acknowledged before me this 24 day of November, 20 24 by

Tyrone Henderson

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

Personally Known  (NOTARY SEAL) OR Produced Identification   
Type of Identification Produced









# TOWN COMMISSION MEETING

## December 10, 2024 at 6:30 PM

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**AGENDA ITEM TITLE:** DISCUSSION & ACTION, BLACK HISTORY MONTH POLE BANNERS

**SUBJECT:** Black History Month Pole Banners

**STAFF ANALYSIS:** Town Staff has been working with members of CCOD about adding Black History Month Pole Banners to the poles at Henderson Park expanding out to towards Dundee Road and Lincoln Avenue. They were hoping to recognize four community individuals and have an additional four Black History Town of Dundee signs. The idea is to add 2-4 signs each year until we have a full Black History Presentation of signage over the next 4-5 years. The goal is to represent Dundee residents in the area.

**FISCAL IMPACT:** \$500.00

**STAFF RECOMMENDATION:** At the will of the Commission

**ATTACHMENTS:** Black History Month Town of Dundee Street Sign  
Black History Month Representative Street Sign



Town of Dundee

**BLACK  
HISTORY  
MONTH**

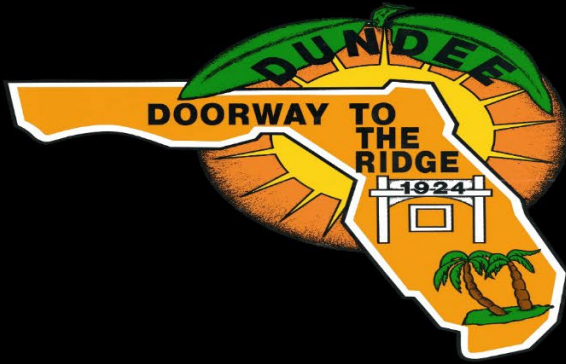
FEB 01 - MAR 01



Black History Month is a way to understand Black history, about stories of racism and slavery and to highlight the achievements of Black.

[townofdundee.com](http://townofdundee.com)





# Town of Dundee



# BLACK HISTORY MONTH















# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, HART COMMUNITY SIGN
- SUBJECT:** HART Community Sign
- STAFF ANALYSIS:** Town staff has been working with members of CCOD and the Hart Community relating to an entrance sign on MLK Street in Dundee.
- FISCAL IMPACT:** \$500.00
- STAFF RECOMMENDATION:** At the will of the commission
- ATTACHMENTS:** Example Lake Hamilton Signage  
Language for signage

**TOWN OF DUNDEE HART COMMUNITY**

MONUMENT LETTERING AND LOGO

Item 14.



29996 Hwy. 27  
Lake Hamilton, FL 33851

Ph: (863) 438-8612

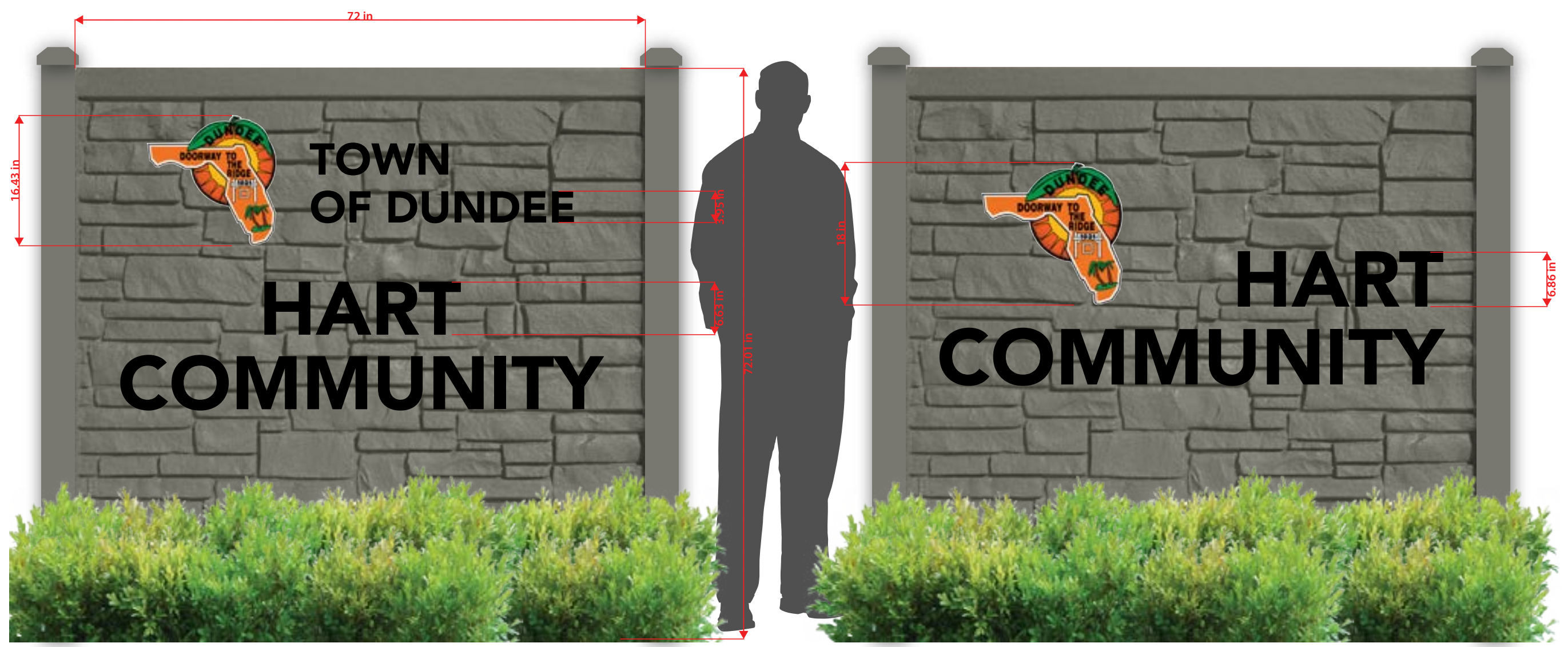
www.extremegx.com

Created Exclusively for:



**OPTION A**

**OPTION B**



Sales Representative:

Customer Approval:      Date:

Landlord's Approval:      Date:

Filename:  
DUNDEE MONUMENT LET-

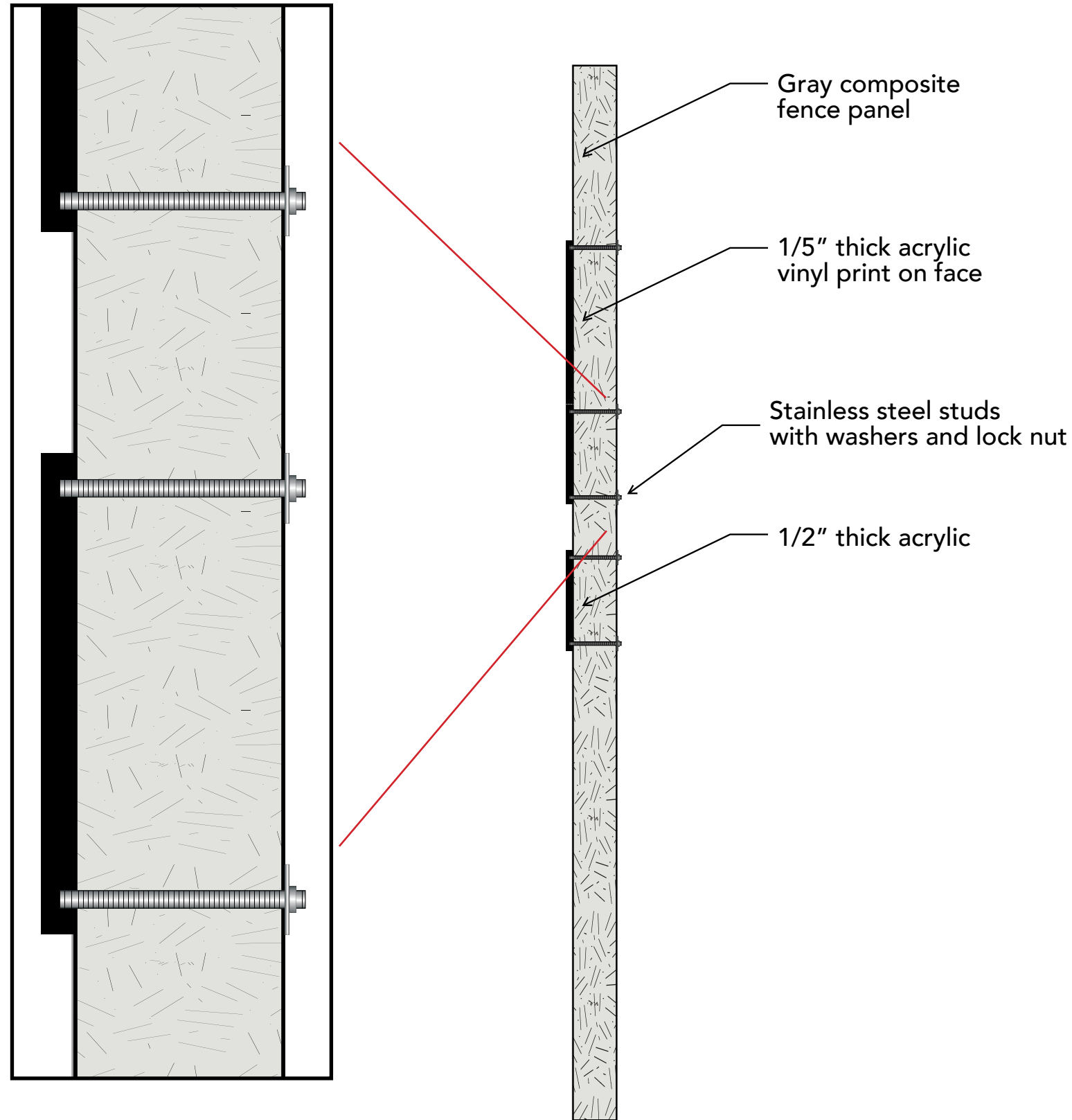
Scale:      Sheet No.  
1

Date:      Rev. Date:  
12/04/2024

Designer:  
YP

This drawing is intended for the sole purpose of conveying visual design intent. It is an original drawing created by and is the sole property of (with exception to registered trademarks) EXTREME GRAPHICS. It is not to be shown to any individual(s) outside of your company and it is not to be used or reproduced in any form. Violation of these terms may result in EXTREME GRAPHICS implementing their right to charge for this original design and/or may result in court action.

**SIDE VIEW**



29996 Hwy. 27  
Lake Hamilton, FL 33851

Ph: (863) 438-8612

www.extremegx.com

Created Exclusively for:



Sales Representative:

Customer Approval:      Date:

Landlord's Approval:      Date:

Filename:  
DUNDEE MONUMENT LET-

Scale:      Sheet No.  
2

Date:      Rev. Date:  
12/04/2024

Designer:  
YP

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Extreme Graphics  
 29996 U.S. 27  
 Lake Hamilton, FL 33851

(863) 438-8612  
<https://www.extremegx.com>

Follow Up Date : 12/06/24

Item 14.

# ESTIMATE

## EST-1250

Estimate Date: 12/04/24

Payment Terms: 50% Down, 50% on Completion

**Description:** Hart Community Monument Lettering

<b>Bill To:</b> Town Of Dundee	<b>Delivery :</b> Johnathon Vice
<b>Ordered By:</b> Johnathon Vice jvice@townofdundee.com 514-6636	<b>Salesperson:</b> <b>Entered By:</b> Yarimar Pagan

ITEMS	QTY	UNIT PRICE	LINE TOTAL
1 Option A	1	\$1,909.12	\$1,909.12
<p>Fabricate lettering and town logo for 6' wide monument sign. Client will purchase and install faux stone walls. Client to install lettering and logo.</p> <p>Lettering - 1/2" thick black acrylic.            Logo - 1/2" thick acrylic with exterior grade vinyl print applied to face            Both items to be installed by client flush mounted to wall with studs inset in back of acrylic and drilled into monument sign wall. Secured washers and lock nuts to back side of sign.</p>			
2 Option B	1	\$1,515.30	\$1,515.30
<p>Fabricate lettering and town logo for 6' wide monument sign. Client will purchase and install faux stone walls. Client to install lettering and logo.</p> <p>Lettering - 1/2" thick black acrylic.            Logo - 1/2" thick acrylic with exterior grade vinyl print applied to face            Both items to be installed by client flush mounted to wall with studs inset in back of acrylic and drilled into monument sign wall. Secured washers and lock nuts to back side of sign.</p>			

Subtotal	\$3,424.42
Pre-Tax Total	\$3,424.42
Tax	\$0.00
<b>Total</b>	<b>\$3,424.42</b>

Terms & Conditions: Any alteration or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an additional charge over and above the estimate. Once the job go-ahead has been given, no refunds apply. This quote is valid thirty (30) days from the above date. Any account, bill, or invoice not paid within 30 days of the



billing date will be charged 1 1/2% on the unpaid monthly balance (18% annual percentage rate).

*Item 14.*



# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	<b>DISCUSSION &amp; ACTION, FIRE TRUCK REPAIRS</b>
<b>SUBJECT:</b>	Maintenance and repairs to the first outpumper (Engine 61) were budgeted for FY 24-25
<b>STAFF ANALYSIS:</b>	<p>The Town of Dundee Fire Department is seeking approval for maintenance and repairs on Engine 61. This item was approved in the FY2024-25 budget in the amount of \$30,000.</p> <p>Staff is seeking approval for engaging with Matheny Fire and Emergency to complete the work.</p>
<b>FISCAL IMPACT:</b>	\$29,125.83
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Repair Estimate from Matheny Fire and Emergency Sole Source Letter

# MATHENY

EST. 1922

## FIRE & EMERGENCY

725 SW 46th Ave  
Ocala, FL 34474  
(352) 629-6305

Service/Repair Estimate  
FEIN: 59-3179035

Quote Date: 9/30/2024  
Quote Expires: 10/30/2024  
SO# or VIN: \_\_\_\_\_  
Work Order Number: 1918OC

Customer: TOWN OF DUNDEE  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Contact: \_\_\_\_\_ County: \_\_\_\_\_  
Scope: \_\_\_\_\_

Zip: \_\_\_\_\_  
Terms: Payable Upon Receipt

Item	Qty	Description	Parts	Labor	Total
	1	OPTICOM	3,220.00		3,220.00
		LABOR	-	5.00	5.00
	1	CUST VISION SLR LIGHT BAR	10,632.32		10,632.32
	1	IC WATER LEVEL INDICATOR	785.86		785.86
	1	IC WATER SENDER	460.50		460.50
	1	IC FOAM LEVEL INDICATOR	779.98		779.98
	1	IC FOAM LEVEL SENDER	582.02		582.02
		LABOR	-	4.00	4.00
	1	VDC	1,701.18		1,701.18
		LABOR	-	6.00	6.00
	1	VDC PROGRAMMING	350.74		350.74
		LABOR	-	4.00	4.00
	1	VDC WIRING KIT	501.66		501.66
		LABOR	-	4.00	4.00
	1	MECH SEAL KIT FOR PUMP	364.56		364.56
		LABOR	-	34.00	34.00
<b>Parts Total:</b>			3,220.00		
<b>Labor Total:</b>				57.00	
<b>Labor Total x Hourly Labor Rate @</b>				170.00	9,690.00
<b>Total Cost: \$</b>					<b>\$29,125.83</b>

ADDITIONAL HAZARDOUS WASTE DISPOSAL CHARGES MAY APPLY ON VEHICLES THAT ARRIVE WITH FOAM SYSTEMS NOT DRAINED AND FLUSHED DUE TO LOCAL ENVIRONMENTAL REQUIREMENTS. ALL FOAM MUST BE REMOVED AND SYSTEMS FLUSHED PRIOR TO SHIPMENT TO MATHENY FIRE.

Should Matheny Fire provide transportation of the vehicle from the customer's location, it is the customer's responsibility to ensure the vehicle has the water tank drained, all drains opened, and all loose equipment secured (preferably removed) and noted on the bill of lading.

This is an estimate of repairs only. Matheny Fire reserves the right to submit for additional parts and labor charges should it be required during the actual repair process due to hidden or unforeseen damage. All parts removed become the property of Matheny Fire (unless mutually agreed upon in writing, in advance) and any trade in value has been taken into consideration and is included in the quoted or bid price.

Paint repairs to the unit may not be an exact match based on age, condition of the unit, and changes in paint manufacturers.

Payment terms for all repair work: COD-Balance paid in full prior to shipment.

Delivery terms for all repair work: FOB Ocala.

Quotation validity: 30 calendar days from date quoted.

I hereby authorize the above repair work to be performed along with the necessary materials, and hereby authorize Matheny Fire and its employees permission to operate my apparatus herein on the streets, highways or elsewhere for the purpose of testing and/ or inspection. An express mechanic's lien is hereby acknowledged on the above apparatus to secure the amount of repairs.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, POLK REGIONAL WATER COOPERATIVE CONSERVATION IMPLEMENTATION AGREEMENT
<b>SUBJECT:</b>	Polk Regional Water Cooperative, Conservation Project Agreement
<b>STAFF ANALYSIS:</b>	<p>Polk Regional Water Cooperative (PRWC) and its member governments seek to enter into a conservation project agreement to implement a conservation program which provides consumer-focused water conservation services to member governments. The conservation program is expected to include the implementation of a water savings rebate program, a system for reimbursement of funds to member governments for conservation activities, implementation of consumer-focused conservation outreach and advertising, provision of customer conservation evaluation services to member governments, record keeping and documentation related to the conservation program, installation and evaluation of irrigation conservation measures for member government customers, and other potential conservation initiatives. The conservation program cost shall be limited annually to a maximum aggregate budget amount of \$150,000 from any and all funding sources. The conservation program cost will be split each year between member governments and other funding sources with the member governments obligated to pay no more than fifty percent (50%) of the same up to a maximum annual collective amount of \$75,000 (the “members’ cost”).</p>
<b>FISCAL IMPACT:</b>	Not to exceed \$9,000
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	PRWC Agreement

**CONSERVATION PROJECT AGREEMENT RELATING TO THE  
DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE  
CONSERVATION PROGRAM**

THIS CONSERVATION PROJECT AGREEMENT RELATING TO THE DEVELOPMENT OF A POLK REGIONAL WATER COOPERATIVE CONSERVATION PROGRAM (the "Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative ("Cooperative" or "PRWC"), whose address is 330 W. Church Street, Bartow, FL 33830 and the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, all of whom are collectively referred to as the "Parties."

**WHEREAS**, this Agreement is being executed by the Parties pursuant to their March, 2017 Conservation Project Implementation Agreement (the "CPI Agreement") and any terms from

the CPI Agreement used in this Agreement shall be defined in accordance with the CPI Agreement;  
and

**WHEREAS**, the CPI Agreement provides for the Cooperative to act as the representative of its Members Governments with regard to the implementation of Conservation Projects pursuant to the Interlocal Agreement and Section 163.01 and 373.713 Florida Statutes; and

**WHEREAS**, the Cooperative and its Member Governments seek to enter into a Conservation Project Agreement to implement a conservation program which provides consumer-focused water conservation services to Member Governments (“Conservation Program”); and

**WHEREAS**, the Conservation Program is expected to include the implementation of a water savings rebate program, a system for reimbursement of funds to Member Governments for conservation activities, implementation of consumer-focused conservation outreach and advertising, provision of customer conservation evaluation services to Member Governments, record keeping and documentation related to the Conservation Program, installation and evaluation of irrigation conservation measures for Member Government customers, and other potential conservation initiatives; and

**WHEREAS**, the Cooperative has developed an initial scope of work for the Conservation Program which describes the initial scope of the Conservation Program, and which may be modified from time to time; and

**WHEREAS**, the Cooperative will need to retain a Contractor to manage, execute, and provide reporting for the Conservation Program in accordance with the terms of this Agreement;  
and

**WHEREAS**, the CPI Agreement states in Section 3.1 that “All the powers, privileges and duties vested in or imposed on the Cooperative with regards to implementation of this Agreement

shall be exercised through [a] Project Board”; and

**WHEREAS**, for purposes of Section 3.1 of the CPI Agreement, the Member Governments agree that the powers of the Project Board for the Conservation Project in this Agreement may be exercised by the Cooperative Board of Directors, and to reserve unto themselves collectively the right to constitute and vest a Project Board with appropriate authority over some, part, or all of the Conservation Program in the future; and

**WHEREAS**, the CPI Agreement further states in Section 4.2 that “Upon approval of a cooperative funding application submitted by the Cooperative to a Cooperative Funding Agency, the Cooperative shall have the authority to enter into a Conservation Project Agreement with any participating Parties”; and

**WHEREAS**, the Cooperative and its Member Governments anticipate and expect for this Agreement and the Conservation Program to be provided annually with base fund monies that are specially appropriated by the Florida Legislature pursuant to the Heartland Headwaters Protection and Sustainability Act, Chapter 2017-111, Laws of Florida; and

**WHEREAS**, for purposes of Section 4.2 of the CPI Agreement, the Parties agree that Heartland Headwaters Protection and Sustainability Act base funding constitutes the necessary cooperative funding from a Cooperative Funding Agency; and

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorize local governments and special districts to enter into agreements for their mutual benefit;

**NOW, THEREFORE**, in consideration of the mutual promises stated herein and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Agreement defines the duties and obligations of the Parties with respect to development and implementation of the Conservation Program.

3. **DUTIES AND OBLIGATIONS.**

3.1 The Cooperative shall engage a Contractor with the requisite education, experience, and ability to manage, execute, and provide reporting for the Conservation Program, consistent with the goals and the approved scope of work of the Conservation Program.

3.2 The Project Manager shall coordinate all matters relating to the Conservation Program between and among the Contractor, all the participating Parties, and any Cooperative Funding Agency, as applicable.

3.3 The Project Manager shall be responsible for the expenditure of funds authorized for use by the Parties in association with the Conservation Program.

3.4 All powers of the Project Board under the CPI Agreement for the Conservation Program shall be assigned to and exercised by the Cooperative Board of Directors, provided however that the Member Governments reserve unto themselves the right to constitute and empanel a Project Board for some, part, or all of the Conservation Program as they may deem necessary. A decision by the Member Governments to empanel and constitute a Project Board shall be determined by majority vote using the Normal Vote Method. If a Project Board is empaneled and constituted, it shall have the authorities and powers assigned in this Agreement to the Cooperative Board of Directors, but only for that part of the Conservation Program for which it was expressly created.

3.5 The annual budget and scope of work for the Conservation Program shall



be as authorized by the Cooperative Board of Directors for the Conservation Program for the upcoming fiscal year. The annual budget may be comprised of Member Government annual contributions, funding from special legislative appropriations pursuant to the Heartland Headwaters Protection and Sustainability Act, funding from a Cooperative Funding Agency as available, and other potential funding sources, as approved by the Board of Directors.

3.6 All fees and expenditures associated with the Conservation Program shall not exceed the amount authorized by the Board of Directors for the fiscal year.

3.7 Each Member Government shall be responsible to pay its proportionate share of all fees, costs, and expenses (collectively, the "Conservation Program Cost"), based on the amount approved for the Conservation Program in the annual budget as described in Section 3.5.

3.8 The Parties agree that: (a) the Conservation Program Cost shall be limited annually to a maximum aggregate budget amount of \$150,000 from all sources; and (b) the Conservation Program Cost will be split each year between Member Governments and other funding sources with the Member Governments obligated to pay no more than fifty percent (50%) of the same up to a maximum annual collective amount of \$75,000 (the "Members' Cost"). The Member Governments may agree to adjust one or both of the Conservation Program Cost and Members' Cost limitations by modifying or amending this Agreement using the method described in Section 4.

3.9 For any given fiscal year, each Member Government's proportionate share of the Members' Cost shall be in proportion to the Member Government's annual average water use in comparison to the total annual average water use by all Member Governments, as reported to the Southwest Florida Water Management District, during the calendar year preceding the one

in which the fiscal year budget is adopted.

3.10 Subject to Section 3.8 above, if a Cooperative Funding Agency agrees to fund some, part, or all of the Conservation Program Cost, the Parties anticipate that the Cooperative Funding Agency will provide funds equal to fifty percent (50%) of the eligible overall Conservation Program Cost pursuant to a Cooperative Funding Agreement which, together with specially appropriated legislative funds and funds from sources other than Member Governments, would reduce the amount each Member Government must pay. However, each Member Government acknowledges its proportionate share payment obligation extends to the its share of expenditures authorized by the Cooperative Board of Directors for the Conservation Program up to the maximum amount of its proportionate share of the Members' Cost for the applicable fiscal year should funds not be available from the Cooperative Funding Agency.

3.11 The participating Parties will work closely with the Contractor to timely provide water use data, customer billing data, information necessary to process conservation-related reimbursements and rebates, customer conservation information, and other information necessary for implementation of the Conservation Program. The Contractor will coordinate with the participating Parties to assure that the required data and information is identified and provided.

3.12 The Cooperative shall require the Contractor to deliver, at regular intervals determined to be appropriate by the Project Manager, a report to the Project Manager which will include a detailed status update of the work conducted to date regarding the implementation and execution of the Conservation Program. The Project Manager shall provide copies of the Contractor's report to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

3.13 The Contractor shall submit detailed invoices to the Project Manager on a

quarterly basis. The Project Manager will review each Contractor invoice, then when determined to be accurate and consistent with this Agreement, any agreement(s) with the Contractor, the applicable fiscal year budget and scope of work, process for timely payment using the funds allocated for the Conservation Program by the Board of Directors for the fiscal year. The Project Manager shall provide copies of the invoices to each Party, upon the request of the Party, or as determined appropriate by the Project Manager.

**4. MODIFICATION; ASSIGNMENT.** This Agreement may be modified or amended only if the Parties agree. All modifications or amendments must be in writing signed by all the Parties. This Agreement, and each Party’s rights and obligations hereunder, may not be assigned in whole or in part unless such assignment is approved by the unanimous written consent of all Parties.

**5. TERM.** The initial term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue as long as funding for the Conservation Program is approved by the Board of Directors for a given fiscal year. The “Effective Date” of this Agreement is the date the last Party executes the Agreement and it is filed with the Clerk of the Circuit Court of Polk County.

**6. NOTICES.** All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email.

**6.1** All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale  
City Manager

P.O. Box 186  
Auburndale, Florida 33823  
863-965-5530

City of Bartow  
City Manager  
P.O. Box 1069  
Bartow, Florida 33831  
863-534-0100

City of Davenport  
City Manager  
P.O. Box 125  
Davenport, Florida 33836  
863-419-3300

City of Eagle Lake  
City Manager  
P.O. Box 129  
Eagle Lake, Florida 33839  
863-293-4141

City of Fort Meade  
City Manager  
P.O. Box 856  
Fort Meade, Florida 33841  
863-285-1100

City of Frostproof  
City Manager  
P.O. Box 308  
Frostproof, Florida 33843  
863-635-7855

City of Haines City  
City Manager  
620 E Main Street  
Haines City, Florida 33844  
863-421-3600

City of Lake Alfred  
City Manager  
155 E Pomelo Street  
Lake Alfred, Florida 33850  
863-291-5270

City of Lakeland  
City Manager  
228 S Massachusetts Ave  
Lakeland, Florida 33801  
863-834-6000

City of Lake Wales  
City Manager  
P. O. Box 1320  
Lake Wales, Florida 33859  
863-678-4196

City of Mulberry  
City Manager  
P.O. Box 707  
Mulberry, Florida 33860  
863-425-1125

City of Polk City  
City Manager  
123 Broadway SE  
Polk City, Florida 33868  
863-984-1375

City of Winter Haven  
City Manager  
P. O. Box 2277  
Winter Haven, Florida 33883  
863-291-5600

Town of Dundee  
Town Manager  
P.O. Box 1000  
Dundee, Florida 33838  
863-438-8330

Town of Lake Hamilton  
Town Manager  
P.O. Box 126  
Lake Hamilton, Florida 33851  
863-439-1910

Polk County  
County Manager  
Drawer CA01/P.O. Box 9005  
Bartow, Florida 33831

Phone: 863-534-6444

6.2 All notices shall also be sent to the Cooperative, to the attention of its Project Administrator, with a separate copy to its legal counsel.

6.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

**7. LIMIT OF PARTIES' LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES OR TO ANYONE CLAIMING FOR, BY, OR THROUGH A PARTY, TO INCLUDE, BUT NOT LIMITED, TO A PARTICPANT OR CONTRACTOR, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**8. DEFAULT AND REMEDY.** If any Party fails to observe, comply, perform or maintain in any material way, any term, covenant, condition, duty, obligation, representation, or warranty contained in or arising under this Agreement, such action shall constitute a default, and the other Parties may seek the remedies stated in this section if that default is not timely cured within thirty (30) days, unless the default cannot be reasonable cured within that time period in which case the Party must cure the default as soon as practicable. The exclusive remedy for default

under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

9. **ATTORNEY'S FEES AND COSTS.** Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

10. **GOVERNING LAW; VENUE.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

11. **INTEGRATION.** This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements relating to the Conservation Projects. The Parties do not intend by this provision to amend, modify or supersede the Conservation Project Implementation Agreement or the Interlocal Agreement.

12. **WAIVER.** No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement. ✓

13. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

14. **AMBIGUITY.** The Parties agree that each has played an equal part in negotiation

and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

**15. PUBLIC RECORDS.** Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

**16. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and all of which collectively shall constitute one and the same instrument.

**17. INTERLOCAL AGREEMENT; FILING.** This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be filed with the Clerk of the Circuit Court of Polk County, Florida.

**IN WITNESS WHEREOF,** the undersigned have caused this Agreement to be duly executed and entered into by the Parties.



**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE  
AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES.**

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Water Demand Management  
Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF AUBURNDALE, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Water Demand Management  
Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF BARTOW, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Water Demand Management  
Plan to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF DAVENPORT, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be  
duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF EAGLE LAKE, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF FT. MEADE, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be  
duly executed and entered into as of the Effective Date.

CITY COUNCIL OF THE  
CITY OF FROSTPROOF, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be  
duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF HAINES CITY, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_



IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be  
duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE ALFRED, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKELAND, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE WALES, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF MULBERRY, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF POLK CITY, FLORIDA

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

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

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF WINTER HAVEN, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE  
TOWN OF DUNDEE, FLORIDA

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

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

ATTEST:

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

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement  
Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be  
duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE  
TOWN OF LAKE HAMILTON, FLORIDA

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

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

ATTEST:

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



IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

ATTEST:

POLK COUNTY, a political subdivision of the State of Florida

Stacy M. Butterfield  
Clerk to the Board

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

By: \_\_\_\_\_  
Deputy Clerk

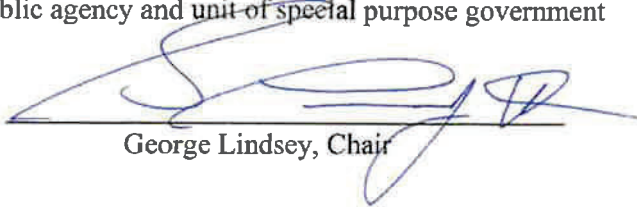
Dated and signed by the Chairman: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Conservation Project Agreement Relating to the Development of a Polk Regional Water Cooperative Conservation Program to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE,  
a public agency and unit of special purpose government

By:   
George Lindsey, Chair

Date: 7-24-2024

Approved as to form:

  
Edward P. de la Parte, Legal Counsel



# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

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- AGENDA ITEM TITLE:** **DISCUSSION & ACTION, TASK ORDER #3, CHA CONSULTING FOR RINER WATER PLANT IMPROVEMENTS**
- SUBJECT:** The Town will consider the improvements needed at the Riner Water Plant to receive up to 0.5 million gallons per day (MGD) from Winter Haven interconnect.
- STAFF ANALYSIS:** Conceptual construction for improvements, including a new operations building, controls, a 0.25-million gallon ground storage tank, and a third high service pump. Alternative analysis will be applied while balancing the cost.
- Design, engineering, permitting, bidding, and construction administration is \$348,915.84. Task Order #3 includes preparation of engineered bid documents by CHA Consulting, which will be used for the construction phase of the project. Facility construction improvements are anticipated to cost up to \$2,000,000, based on recent bids for the City of Apopka.
- FISCAL IMPACT:** Up to \$2,238,915.84. ARPA Funding will be used for this project.
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** CHA Task Order No. 3 – Riner WTP Facility Improvements



**Town of Dundee**  
**Scope of Services**  
**Task Order No. 3**  
**Riner WTP Facility Improvements**  
 December 2024



**OWNER:** Town of Dundee, FL

**CONSULTANT:** CHA Consulting, Inc.

This Task Authorization for engineering services is made between the Town of Dundee (Town) and CHA Consulting, Inc. (Consultant). CHA is pleased to submit this proposal to provide certain professional services to the Town for design services for upgrades to the Riner WTP to facilitate receipt of potable water from the City of Winter Haven.

This scope of services for the project identified herein, RFQ 23-01, pertains to the Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, as modified by the Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, CHA Consulting, Inc., Contract Addendum.

### **A. Project Background and Description**

The Town provides potable water distribution and wastewater collection services to its residential, commercial, and other customers within its utility service area. The Town owns and operates two (2) Water Treatment Plants (WTPs): 1) Hickory Walk and 2) Riner.

The Riner WTP is located southeast of US 27 and Polk County Road 542 (Dundee Road), behind the Winn-Dixie Shopping Plaza on US 27. The WTP was built over 50-years ago and consists of two (2) water supply wells, a sodium hypochlorite storage/feed system, a 250,000-gallon ground storage tank (with aerator) and a ventilated, but unconditioned equipment building with one well pump, two high-service vertical split-case centrifugal (distribution) pumps and associated electrical equipment. The building is masonry block construction, with asphalt shingle roof, two access doors and a gravel floor. The facility is equipped with a backup generator.

The Town and the City of Winter Haven have entered into an interconnect agreement, whereby the Town will receive up to 0.5 million gallons per day (MGD) of potable water from Winter Haven at the Riner WTP. This will require improvements at the Riner WTP to receive the Winter Haven supply.

The proposed upgrades to the Riner WTP include a new 250,000 ground storage tank; a third high service pump (for redundancy); and a new air-conditioned control/operations building, including restroom, electrical equipment, monitoring and controls, and a workstation; and associated site/civil work in support of the aforementioned improvements. The existing high-service pumps will remain in service in their current location, as will the chemical storage and feed system.

The new ground storage tank will serve as an additional/redundant supply source for the Town and will be constructed north of the existing ground storage tank utilizing existing Town-owned property. This area has historically been used as overflow parking for the Ridge Community Church of God. The existing security fence will be expanded to the north, encompassing the limits of the Town's property, eliminating

the overflow parking area, and serve as a perimeter fence around the new, expanded facility.

It is understood that the pipeline conveying Winter Haven supply to the Riner WTP site will be design and constructed by others.

The Town has requested assistance from CHA to support design, permitting, bidding, and construction administration for the subject improvements. A desktop blending analysis is also included to confirm compatibility of the two supplies (Winter Haven and Dundee). The specific scope of services to be provided is set forth below.

## **B. Scope of Services**

### **PHASE 100 – PROJECT ADMINISTRATION & MEETINGS**

#### **Task 101 – Project Administration**

This task consists of overall administration of the Project including contract and budget administration, invoicing (along with progress reports), scheduling, and coordination with the Town.

#### **Task 102 – Project Meetings**

The Consultant will prepare for and attend:

- One (1) in-person kickoff meeting and site visit with the Town to develop a clear and mutual understanding of the scope elements, performance requirements, and critical success factors for the Project. The CHA Team will review above-ground assets (pumps, piping, storage tanks, equipment building, perimeter fence, and other appurtenances), water treatment unit operations and processes to obtain data on existing equipment, utility (power, sewer, etc.) connection options for new facilities, etc.
- One (1) virtual Preliminary Design Report review meeting with the Town staff to obtain feedback prior to starting final design services.
- Two (2) virtual progress/design coordination meetings with the Town staff to obtain feedback on progressing design.

Meeting summaries for each meeting will be shared with the Town within five (5) business days after the meeting.

### **PHASE 200 – REVIEW OF EXISTING CONDITIONS AND FIELD INVESTIGATIONS**

#### **Task 201 – Data Request & Review**

Consultant will prepare and submit a data request to the Town to obtain information necessary for completion of the scope of services. Such information may include previous capacity analysis reports, operational data and procedures, potable water high-service pump station historical discharge flows and pressures, and ground storage tank water levels.

#### **Task 202 – Topographic Survey**

A topographic survey will be conducted to record the existing facilities at Riner WTP, additional Town property currently utilized for church parking, proposed route for connecting to the existing water

transmission main, and to capture utility connection points such as sanitary sewers, domestic water, stormwater, electric, and natural gas facilities.

**Task 203 – Geotechnical Study**

CHA will have four (4) geotechnical borings completed; one within the footprint of the proposed electrical/operations building, two within the footprint of the proposed ground storage tank, and one exfiltration test to support design of the stormwater pond.

**PHASE 300 – PRELIMINARY DESIGN**

**Task 301 – Water Blending Analysis**

The purpose of the study described in this scope of work is to evaluate blending of two finished water sources using City of Winter Haven’s treated water system (up to 500,000 gallons/day) and Town of Dundee’s finished water system at the storage tank(s). Both utilities use the same source for potable water production while using chlorine as a disinfectant. Neither utility currently adds fluoride to the finished water. CHA will conduct a desktop analysis of blending of these two sources specifically focusing on blending ratios, resulting finished water quality parameters and recommend corrosion control strategies as applicable.

CHA will review existing data and summarize the existing potable water treatment processes/operation and finished water/distribution water quality data for each entity’s system applicable to the proposed interconnect at the storage tank(s). Historical data will be used for analyzing water quality stability, seasonal changes and treatment process impacts on water quality and corrosion control. The characterization will include, but is not limited to, summaries of the following water quality parameters for raw and finished water: pH, alkalinity, temperature, calcium, magnesium, hardness, chloride, sulfate, TDS, free/total chlorine, turbidity, aluminum, iron, manganese, fluoride, sulfide, bromide, dissolved carbon (organic and inorganic) and UVT.

Using the available system data, CHA will perform a preliminary screening of chemical compatibility using a water quality blending computer software. Three blending ratios will be evaluated 25:75; 50:50; 75:25. CHA will evaluate chemical compatibility (e.g., pH, alkalinity, organic carbon, etc.) and disinfection by-product formation potential (DBPFP) in the distribution system. DBPs will include TTHMs and HAAs. CHA will also study scaling and corrosion by determining the calcium carbonate precipitation potential (CCPP) and Langelier Saturation Index (LSI) of the individual supplies and simulated blends. CHA will recommend corrosion control strategies in compliance with the recently promulgated Lead and Copper Rule Revisions (LCRR) effective as of December 16, 2021.

The results of the testing and any associated recommendations will be presented in the Preliminary Design Report.

A laboratory allowance of \$3,500 is included as part of reimbursable expenses.

**Task 302 – Develop Site Layout of Proposed WTP Improvements**

CHA will develop a preliminary site plan layout including footprints of proposed storage tank, piping routes, layout of proposed building and utility connections. The preliminary site plan will also outline proposed stormwater management and infrastructure required by the proposed WTP upgrades.

### Task 303 – Preliminary Design Report

The Consultant will prepare a draft Preliminary Design Report (PDR) and submit it to the Town for comments. The PDR will include the following:

- Project background
- Existing Riner WTP layout
- Proposed Riner WTP layout
- Proposed site/civil improvements (grading and stormwater management)
- Utility connections and improvements (potable water, sanitary sewer, etc.) to serve the new facility and improvements
- List of required permits/approvals and associated costs
- Opinion of Probable Construction Cost for the improvements

CHA will participate in a virtual review meeting with Town staff and finalize the PDR by incorporating Town comments. Draft and final PDRs will be submitted in Adobe Portable Document Format (PDF).

### PHASE 400 – FINAL DESIGN PHASE SERVICES

#### Task 401 – 60% Design Documents

Preparation of 60% Construction Documents including drawings, specifications, and Opinion of Probable Construction Costs (OPCC). The 60% documents will include, at a minimum, all drawings necessary to relay the spatial arrangement and details of all major equipment, as well as specifications.

Construction Drawings are anticipated to include:

- Cover Sheet, Site Location Map
- General Notes, Drawing Index
- Symbols and Legend
- Erosion Control Plans
- Site Utility and Grading Plans
- Potable water and sanitary service plans (building level)
- Architectural/Structural Plans for the proposed building
- Mechanical and Electrical Plans
- Instrumentation one-line
- Stormwater Plans
- Storage Tank and Equipment Plans.

CHA will complete an internal QA/QC Review of the 60% submittal documents.

The 60% deliverable will include:

- One (1) electronic copy (Adobe PDF) of the 60% contract drawings and specifications.

- One (1) electronic copy (Adobe PDF) of the OPCC.

CHA will participate in a virtual meeting with Town to discuss 60% design review comments documenting agreed upon revisions for inclusion in the final design.

### **Task 403 – Final Design Documents**

Upon receipt of the 60% submittal review comments provided by the Town, CHA will prepare the 100% Design documents, including:

- One (1) electronic copy (Adobe PDF) of the final contract drawings
- One (1) electronic copy (Adobe PDF) of the final specifications
- One (1) electronic copy (Adobe PDF) of the OPCC

## **PHASE 500 – PERMITTING SERVICES**

CHA shall provide support services for the following permits/regulatory approvals. It is understood that the Town will pay all fees associated with permit/regulatory agency reviews.

### **Task 501 – FDEP Public Water System Construction Specific Permit**

CHA will prepare an application for a Specific Permit to Construct PWS Components, under FDEP form No. 62-555.900(1), to obtain a construction permit for the new storage tank and pump. Applicable permit fee will be paid for by the Town. In addition, CHA will respond to up to two (2) requests for additional information from FDEP.

In addition to the application, CHA shall prepare and submit supporting documents with the application. These documents shall include a PDR.

### **Task 502 – SWFWMD Environmental Resource Permit**

CHA will communicate with FDEP on the permit revision requirements and sufficiency of the permit application and supporting documents. CHA will prepare the FDEP environmental resource permit (ERP) revisions. The permit revision application will be submitted to SFWMD to apply for a permit revision. CHA will also prepare up to two (2) responses to Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if necessary).

### **Task 503 – Building/Trade Permits**

CHA will submit drawings and technical specifications to the Town’s Building Department for review and comment. CHA will respond to up to two (2) requests for additional information from the Building Department related to the design. Fees related to the Building Department are to be paid by the Town or Contractor. CHA will submit two (2) copies of full-size, signed and sealed drawings and two (2) sets of technical specifications to the Building Department.

## **PHASE 600 – BIDDING SERVICES**

CHA will provide the Bid Documents Submittal Package to the Town for Advertisement upon completion of design. CHA assumes that the bidding period (between Advertisement, Bid Submittal and Contract



Award date) will be limited to one hundred and twenty (120) calendar days. CHA assumes that the Town will provide specifications as needed for Division 0 of the specifications or that the Engineers Joint Contract Documents Committee (EJCDC) documents will be used. The Town will advertise the project for bidding, distribute the Bid Documents, advertise, and conduct the Pre-Bid Meeting, issue any addenda, conduct the Bid Opening, and review the bid packages, bonds, and insurance certificates submitted by the Bidders. This scope does not include services related to re-bidding or resolution of bid protests. If required, any bid protest assistance task will require approval under an extra work authorization (EWA). CHA will provide the following services during bidding.

#### **Task 601 - Pre-Bid Conference and Addenda**

CHA will attend up to one (1) Pre-Bid Conference. CHA will respond to Bidders' questions in the form of addenda and will submit PDF files of addenda electronically to the Town. CHA assumes up to three (3) addenda which may arise during the Bid process.

#### **Task 602 - Review and Recommendation**

CHA will receive the Bids from the Town, tabulate bids received and perform a technical bid evaluation of the apparent low bidders proposal. CHA will develop a draft recommendation of award for the responsible low bidder and submit to the Town. CHA assumes that the Town will review the bids for contractual requirements, including bid package, bonds, insurance, etc., and that the Town will manage the construction contract including notice of award, and notice to proceed.

### **PHASE 700 – CONSTRUCTION ADMINISTRATION**

It is anticipated that the construction period will be approximately 12 months in duration, with 9 months of on-site construction activity. CHA shall provide the following Construction Administration Services. It is understood that CHA shall not supervise, direct, or have control over the Work, nor shall CHA have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident to the Work or any contractor's work in progress, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. CHA neither guarantees the performance of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

#### **Task 701 – Pre-Construction Conference**

- Pre-Construction Conference:
  - Plan, organize and conduct a pre-construction conference, develop and distribute a written summary to attendees.

#### **Task 702 – Shop Drawings**

- Review shop drawings and product submittals for conformance with the Contract Documents and with the design concept.
- This task includes reviewing up to fifty (50) shop drawing submittal packages and up to twenty-five (25) resubmittals.

#### **Task 703 – Requests for Information**

- Receive, review, evaluate, distribute and respond to up to eight (8) Requests for Information

(RFIs). Responses are anticipated to consist of supplemental Instructions, and sketches or drawings to resolve field conflicts encountered or interpretation of contract documents. Consultation and advice to Town staff during the construction process will be provided.

**Task 704 – Changes in the Work**

- Review, consult with Town, and respond to up to ten (10) Change Order Proposals.

**Task 705 – Pay Request Review**

- Review, recommend and submit to the Town for payment the monthly pay request from the Contractor. Up to twelve (12) pay requests are anticipated.

**Task 706 – Monthly Construction Progress Meetings and Site Inspections**

- Attend monthly construction progress meetings and site visits. Preparation of meeting agendas and meeting summaries are assumed to be the responsibility of the Contractor. CHA will review and comment on the meeting summaries provided by the Contractor. Concurrently on the day of the monthly construction progress meeting, observe the construction of the Project and discuss any concerns with the Owner. Up to twelve (12) monthly progress meetings/site visits are anticipated.

**Task 7.7 – Substantial Completion Inspection**

- The requirements for Substantial Completion shall be as defined in the Contract Documents. A Substantial Completion Inspection shall not take place until conditions have been met and required submittals received as defined in the Contract Documents.
- Conduct substantial completion inspection of the Project and prepare the punch list.
- Attend one process equipment performance testing event conducted by the Contractor.
- Review and monitor results from performance testing as provided by Contractor.

**Task 7.8 – Final Completion Inspection and Record Drawings**

- The requirements for Final Completion Inspection shall be as defined in the Contract Documents. A Final Completion Inspection shall not take place until conditions have been met and required submittals received as defined in the Contract Documents.
- Conduct a Final Completion Inspection of the Project and provide a Certification of Final Completion to the Town and Contractor.
- The specs will require the Contractor to maintain (and make available for CHA review) as-built mark-ups throughout construction and provide formal Record Drawings (in AutoCAD format). The provision of complete Record Drawings shall be a condition precedent to CHA's recommendation of final payment to Contractor.
- CHA shall submit three (3) full size (22" x 34"), hard copy sets of the Project Record Drawings, certified by Engineer of Record and containing appropriate notes or disclosures accompanying the certification that state the Engineer's determination that such modifications do or do not "materially" affect the permitted design.

**Task 7.9 FDEP Final Certification for Facilities**

- A final certification for Facilities will be submitted to FDEP.

### C. Schedule

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

Description	Start	End	Duration (Days)
Phase 1 – Project Administration and Meetings	1/6/2025	11/25/2025	635
Phase 2 – Review of Existing Conditions and Field Invest	1/6/2025	2/5/2025	30
Phase 3 – Preliminary Design	2/5/2025	4/6/2025	60
Phase 4 – Final Design	4/6/2025	7/5/2025	90
Phase 5 – Permitting Services	6/5/2025	8/4/2025	60
Phase 6 – Bidding Services	8/4/2025	10/3/2025	60
Phase 7 – Construction Administration	10/3/2025	10/3/2026	365

### D. Compensation

Compensation will be a lump sum amount of **\$348,915.84**. Compensation for the services provided herein shall be due and payable monthly. The following table shows the cost breakdown for each Task described herein.

Phase	Lump Sum Fee
Phase 1 – Project Administration and Meetings	\$20,615.08
Phase 2 – Review of Existing Conditions and Field Investigations	\$42,227.72
Phase 3 – Preliminary Design	\$59,622.88
Phase 4 – Final Design	\$123,108.98
Phase 5 – Permitting Services	\$14,508.05
Phase 6 – Bidding Services	\$12,497.88
Phase 7 – Construction Administration	\$76,335.25
<b>Total Lump Sum Fee</b>	<b>\$348,915.84</b>

**E. Town’s Responsibilities**

The Town staff responsibilities are as follow:

- Provide data required to complete the tasks as requested by the Consultant.
- Attend progress meetings with the Consultant.
- Provide necessary historical data and contact information for completion of regulatory permits.
- Provide comments and feedback on the draft report.
- Provide comments and feedback on the construction drawings and specifications.
- Provide comments and feedback on the OPCC.
- Provide Division 0 Specifications for compilation of Bid Documents.

**F. Services Not Included**

- Reclaimed water system master planning.
- Utility rate study.
- Grant applications.
- Participation in FDEP rulemaking.
- Wetlands and/or environmental investigations.
- Resident Project Representative services or other inspector services beyond those described herein.
- Investigation of nor remedy to any structural or other needs of the existing 250,000-gallon ground storage tank

**G. Assumptions**

The Scope of Services and compensation arrangement outlined are based on the following assumptions:

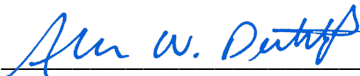
- The Town will provide access to the WTP site to perform the site visits and topographic survey.
- The Town will provide review comments on the deliverables within two (2) weeks of submittal.
- Third pump added for redundancy only; electrical service not upgraded to accommodate three duty pumps.

**H. Approval**

**OWNER**  
Town of Dundee

**CONSULTANT**  
CHA Consulting, Inc.

\_\_\_\_\_  
Name:  
Title:

  
\_\_\_\_\_  
Name: Allen Dethloff, PE  
Title: Project Team Leader

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

**DATE:** 12/6/2024



# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, PURCHASE OF BY-PASS PUMP FOR LIFT STATION FROM FLORIDA STATE PURCHASING CONTRACT
- SUBJECT:** The Town Commission will consider approval to purchase a Godwin By-Pass Pump for lift station sustainability of operations from State of Florida Purchasing Contract which is a statewide competitive bid.
- STAFF ANALYSIS:** Florida State Purchasing provides a competitive bid for the lowest and best price. After Hurricane Milton caused extensive damage to the Town's largest lift station, staff had to borrow and later lease a by-pass pump due to three (3) lift station pump failures at one time.
- FISCAL IMPACT:** The purchase cost of the By-Pass Pump is \$133,864.62, and ARPA funds will be used for this acquisition.
- STAFF RECOMMENDATION:** Staff recommends the purchase of one by-pass pump as an alternative to generators at lift station. Generators provide a source of energy for electrical outages but not if there is a mechanical failure. By-Pass pumps will provide a pumping source in case of mechanical failure.
- ATTACHMENTS:** State Purchasing Cost Sheet  
Quote from Godwin (based on State Purchasing)



November 14, 2024

Mr. Ray Morales  
Town of Dundee  
603 Main Street  
Dundee, FL 33838

Phone: 863-289-0755  
Email: [rmorales@townofdundee.com](mailto:rmorales@townofdundee.com)

**RE: CD160M-CS - FSA  
Sale Quotation 119033933**

Dear Mr. Morales:

Thank you for your interest in Xylem Dewatering Solutions, Inc and our Godwin Pumps line of Dri-Prime pumps.

As requested, please see the attached sale pricing for our CD160M Critically Silenced Diesel Pump with trailer and requested options.

The Critically Silenced unit is engineered from start to finish for quiet operation. The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

The pricing is based on the Florida Sheriff's Contract #FSA23-EQU21.0, Item #313. There are no delivery / freight charges when utilizing the FSA Contract.

Should you require further information or have any questions, please do not hesitate to contact me.

Sincerely,

Tyler Bixler  
Outside Sales Representative

TB / gy



**SALE QUOTATION**

ITEM	QTY	DESCRIPTION
<b>Contract Items:</b>		
A	1	Dri-Prime CD160M Critically Silenced <ul style="list-style-type: none"> <li>• Sound Attenuated Enclosure</li> <li>• 6" 150# Flange Suction and Discharge</li> <li>• John Deere 4045HFC04-FT4 134HP Diesel</li> <li>• Includes PrimeGuard Engine Controller</li> <li>• Skid-mounted</li> <li>• <b>Engine/Motor Options</b> <ul style="list-style-type: none"> <li>• Xylem FST New Equip Package - FOR USA</li> </ul> </li> </ul>
B	1	HS300/HL5M/6M SAE GL12 Trailer (7754)
C	1	PrimeGuard Float Set <ul style="list-style-type: none"> <li>• w/ 65' Mechanical Floats</li> </ul>

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.



**SALE QUOTATION**

ITEM	QTY	DESCRIPTION														
<p><b>Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.</b></p>																
<p><b>A signed copy of this Quotation is acceptable as a binding contract.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Signature:</b> _____</td> <td style="width: 50%;"><b>Name:</b> _____</td> </tr> <tr> <td><b>Company/Utility:</b> _____</td> <td><b>(PLEASE PRINT)</b></td> </tr> <tr> <td><b>Address:</b> _____</td> <td><b>Reference #:</b> _____</td> </tr> <tr> <td>_____</td> <td><b>Date:</b> _____</td> </tr> <tr> <td>_____</td> <td><b>Phone:</b> _____</td> </tr> <tr> <td>_____</td> <td><b>Email:</b> _____</td> </tr> <tr> <td>_____</td> <td><b>Fax:</b> _____</td> </tr> </table>			<b>Signature:</b> _____	<b>Name:</b> _____	<b>Company/Utility:</b> _____	<b>(PLEASE PRINT)</b>	<b>Address:</b> _____	<b>Reference #:</b> _____	_____	<b>Date:</b> _____	_____	<b>Phone:</b> _____	_____	<b>Email:</b> _____	_____	<b>Fax:</b> _____
<b>Signature:</b> _____	<b>Name:</b> _____															
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<b>Address:</b> _____	<b>Reference #:</b> _____															
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_____	<b>Email:</b> _____															
_____	<b>Fax:</b> _____															

**NET LUMP SUM SALE TOTAL**

**\$ 133,864.62**

**THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.**

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godwin

**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**

Quote Prepared For: *City of Dundee*

Attention: *Mr. Morales*

Date: *11/14/2024* Quote #*119033933*

**CONTRACT DETAILS**

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION	
BID #: FSA23-EQU21.0	
Item #:313, 6 INCH MOBILE PUMP PACKAGE	
EFFECTIVE: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025	

**CONTRACT PRICING**

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	1	50,119.00	50,119.00
ADD	Upgrade to CD160M-CS 6" FT4 JD / Trailer	1	79,795.61	79,795.61
<b>CONTRACT PRICING TOTAL</b>				<b>129,914.61</b>

**SPECIFIED OPTIONS**

		QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set	1	489.21	489.21
SUB TOTAL				489.21
<b>SPECIFIED OPTIONS TOTAL</b>				<b>489.21</b>

**NON-SPECIFIED OPTIONS**

		QTY	UNIT PRICE	
	Xylem FST New Equip Package	1	4,326.00	4,326.00
SUB TOTAL				4,326.00
20%	Contract Discount			865.20
<b>NON-SPECIFIED OPTIONS TOTAL</b>				<b>3,460.80</b>

**TOTAL CD160M-CS 133,864.62**

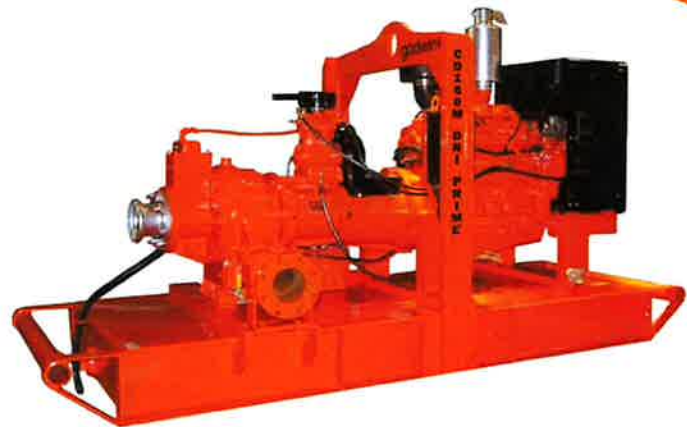
Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

# CD160M Dri-Prime® Pump

The Godwin Dri-Prime CD160M pump offers flow rates to 1880 USGPM and has the capability of handling solids up to 3.0" in diameter.

The CD160M is able to automatically prime to 28' of suction lift from dry. Automatic or manual starting/stopping available through integral mounted control panel or optional wireless-remote access.

Indefinite dry-running is no problem due to the unique Godwin liquid bath mechanical seal design. Solids handling, dry-running, and portability make the CD160M the perfect choice for dewatering and bypass applications.



## Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment. Optional compressor clutch available.
- Extensive application flexibility handling sewage, slurries, and liquids with solids up to 3.0" in diameter.
- Dry-running high pressure liquid bath mechanical seal with high abrasion resistant solid silicon carbide faces.
- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
- Also available in a critically silenced unit which reduces noise levels to less than 70 dBA at 30'.
- Standard engine John Deere 6068HF285 (T3 Flex). Also available with John Deere 6068HC93 (IT4).

## Specifications

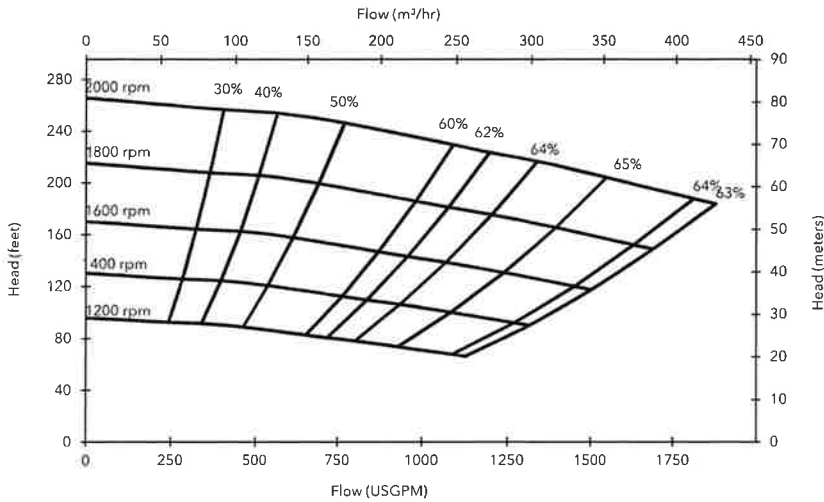
Suction connection	6" 150# ANSI B16.5
Delivery connection	6" 150# ANSI B16.5
Max capacity	1880 USGPM †
Max solids handling	3.0"
Max impeller diameter	14.0"
Max operating temp	176°F*
Max pressure	115 psi
Max suction pressure	73 psi
Max casing pressure	173 psi
Max operating speed	2000 rpm

\* Please contact our office for applications in excess of 176°F.

† Larger diameter pipes may be required for maximum flows.

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

### Performance Curve



### Materials

Pump casing & suction cover	Cast iron BS EN 1561 - 1997
Wearplates	Cast iron BS EN 1561 - 1997
Pump Shaft	Carbon steel BS 970 - 1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Non-return valve body	Cast iron BS EN 1561 - 1997
Mechanical seal	Silicon carbide face; Viton elastomers; Stainless steel body

### Engine option 1

John Deere 6068HF285 (T3 Flex), 149 HP @ 2000 rpm

Impeller diameter 14.0"

Pump speed 2000 rpm

#### Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	144	185	201	221	245
10	2006	1712	1468	1027	489
15	2006	1614	1370	734	367
20	2006	1517	1223	612	-
25	1614	1223	1076	489	-

Fuel capacity: 180 US Gal

Max Fuel consumption @ 2000 rpm: 8.0 US Gal/hr

Max Fuel consumption @ 1600 rpm: 7.0 US Gal/hr

Weight (Dry): 5,610 lbs

Weight (Wet): 6,910 lbs

Dim.: (L) 147" x (W) 56" x (H) 84"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

### Engine option 2

John Deere 6068HC93 (IT4), 156 HP @ 2000 rpm

Impeller diameter 14.0"

Pump speed 2000 rpm

#### Suction Lift Table

Total Suction Head (feet)	Total Delivery Head (feet)				
	144	185	201	221	245
10	2006	1712	1468	1027	489
15	2006	1614	1370	734	367
20	2006	1517	1223	612	-
25	1614	1223	1076	489	-

Fuel capacity: 180 US Gal

Max Fuel consumption @ 2000 rpm: 7.9 US Gal/hr

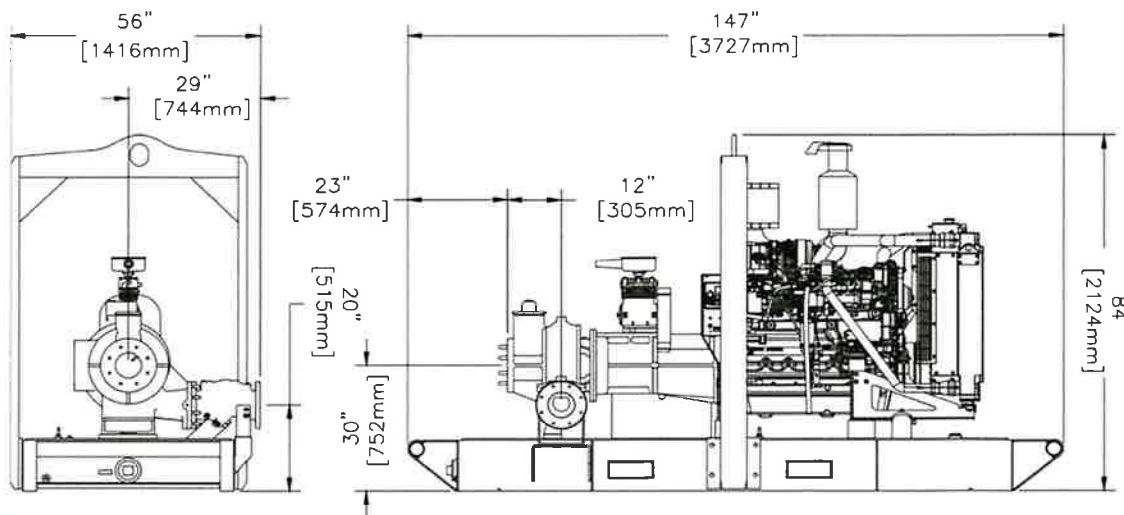
Max Fuel consumption @ 1600 rpm: 6.8 US Gal/hr

Weight (Dry): 6,270 lbs

Weight (Wet): 7,570 lbs

Dim.: (L) 147" x (W) 56" x (H) 84"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



34 Floodgate Road  
 Bridgeport, NJ 08014 USA  
 (856) 467-3636 Fax (856) 467-4841  
 Email: sales@godwinpumps.com

Reference number : 95-1012-3000  
 Date of issue : February 26, 2014  
 Issue : 5

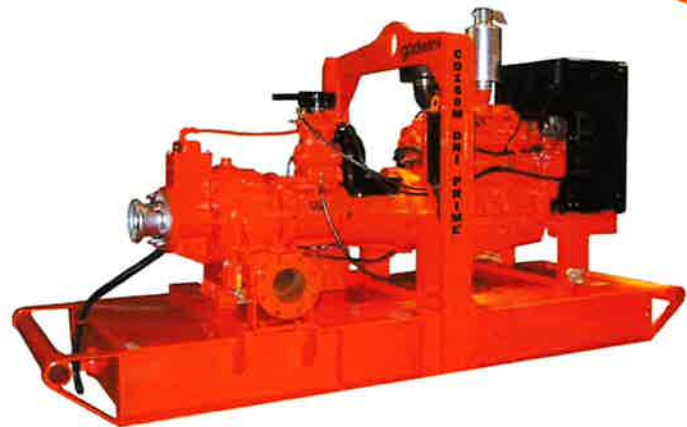
www.godwinpumps.com

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## Features and Benefits

- Simple maintenance normally limited to checking fluid levels and filters.
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- Close-coupled centrifugal pump with Dri-Prime system coupled to a diesel engine or electric motor.
- All cast iron construction (stainless steel construction option available) with cast steel impeller.
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## Specifications

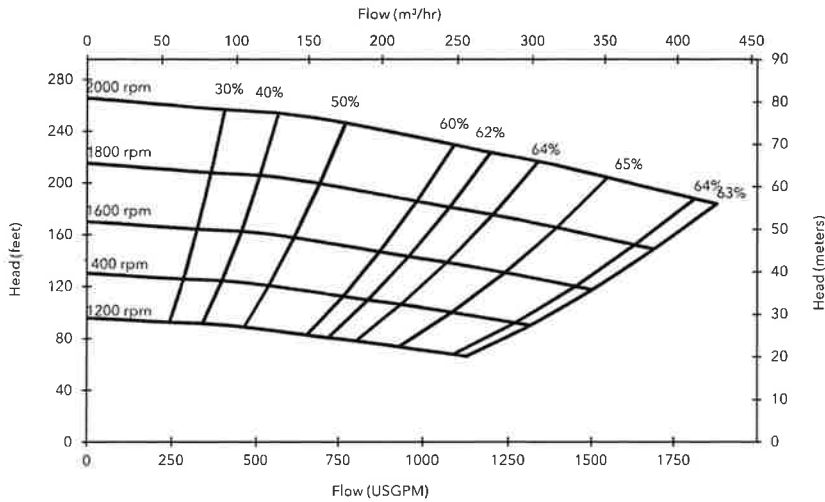
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Max casing pressure	173 psi
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15	2006	1614	1370	734	367
20	2006	1517	1223	612	-
25	1614	1223	1076	489	-

Fuel capacity: 180 US Gal

Max Fuel consumption @ 2000 rpm: 8.0 US Gal/hr

Max Fuel consumption @ 1600 rpm: 7.0 US Gal/hr

Weight (Dry): 5,610 lbs

Weight (Wet): 6,910 lbs

Dim.: (L) 147" x (W) 56" x (H) 84"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

### Engine option 2

John Deere 6068HC93 (IT4), 156 HP @ 2000 rpm

Impeller diameter 14.0"

Pump speed 2000 rpm

#### Suction Lift Table

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10	2006	1712	1468	1027	489
15	2006	1614	1370	734	367
20	2006	1517	1223	612	-
25	1614	1223	1076	489	-

Fuel capacity: 180 US Gal

Max Fuel consumption @ 2000 rpm: 7.9 US Gal/hr

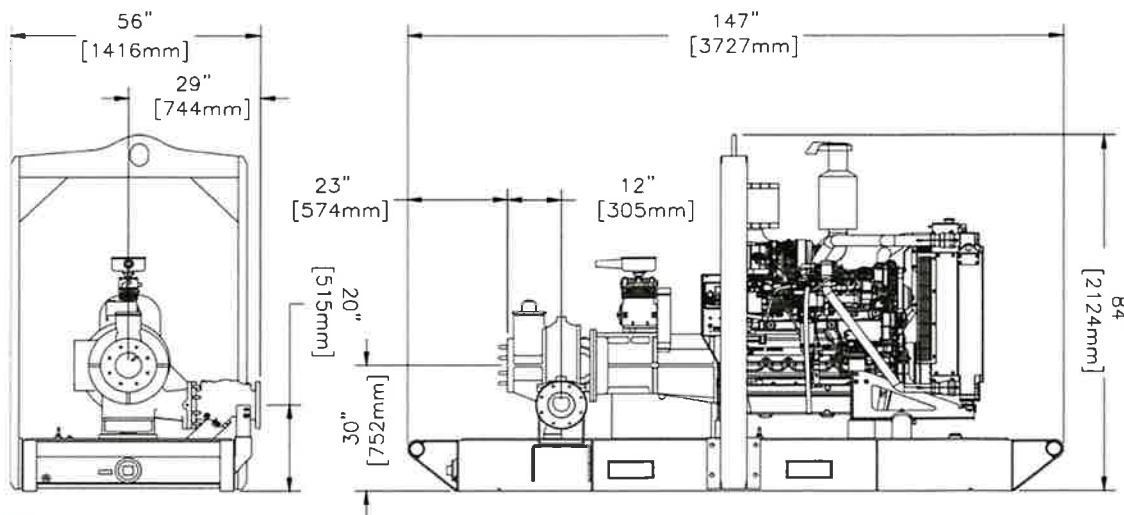
Max Fuel consumption @ 1600 rpm: 6.8 US Gal/hr

Weight (Dry): 6,270 lbs

Weight (Wet): 7,570 lbs

Dim.: (L) 147" x (W) 56" x (H) 84"

Performance data provided in tables is based on water tests at sea level and 20°C ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



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 (856) 467-3636 Fax (856) 467-4841  
 Email: sales@godwinpumps.com

Reference number : 95-1012-3000  
 Date of issue : February 26, 2014  
 Issue : 5

www.godwinpumps.com



# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, PURCHASE OF SEWER INSPECTION CAMERA SYSTEM (CCTV INSPECTION CAMERA) FROM FLORIDA STATE PURCHASING CONTRACT
<b>SUBJECT:</b>	The Town Commission will consider approval of purchasing for lift station sustainability of operations from the State of Florida Purchasing Contract which is a statewide bid.
<b>STAFF ANALYSIS:</b>	FDEP New Regulations requires reporting of line condition, asset management, providing for a plan for Improvements with documented reports of repair/replacement costs and labor hours spent on assets for report submittal to state agencies.
<b>FISCAL IMPACT:</b>	The purchase cost of the Sewer Inspection System (CCTV Inspection Camera) cost is \$100,000, and ARPA Funding will be used for this acquisition.
<b>STAFF RECOMMENDATION:</b>	Staff recommends the purchase of one Sewer Inspection Camera System in order to remain in FDEP compliance.
<b>ATTACHMENTS:</b>	State Purchasing Cost Sheet



4050 Esplanade Way  
Tallahassee, FL 32399-0950  
850-488-2786

**Ron DeSantis, Governor**  
Pedro Allende, Secretary

## State Purchasing

### REVISED Chief Procurement Officer Memorandum No. 2

Effective July 1, 2024

**EFFECTIVE DATE:** July 1, 2024

**EXPIRATION DATE:** June 30, 2025

**FROM:** Brandon J. Spencer, Director of State Purchasing and Chief Procurement Officer

**SUBJECT:** Guidance Relating to Section 96 of Chapter 2024-228, Laws of Florida

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This memorandum is to provide guidance and clarification to State Agencies for acquiring motor vehicles in accordance with [Section 96 of Chapter 2024-228, Laws of Florida \(HB5003\)](#). Effective July 1, 2024 – June 30, 2025:

"...notwithstanding chapter 287, Florida Statutes, relating to the purchase of motor vehicles from a state term contract, state agencies may purchase vehicles from nonstate term contract vendors without prior approval from the Department of Management Services, provided the cost of the motor vehicle is equal to or less than the cost of a similar class of vehicle found on a state term contract and provided the funds for the purchase have been specifically appropriated."

It is the interpretation of the Division of State Purchasing that the above-mentioned section of law only exempts the requirement of using State Term Contracts for the purchase of motor vehicles if certain requirements are met. This does not exempt agencies from receiving prior approval from the Bureau of Fleet Management as required in section 287.15, Florida Statutes. In accordance with Chapter 60B-1, F.A.C, the Bureau of Fleet Management will continue to approve all leases and purchases of state motor vehicles and mobile equipment to ensure the appropriateness of each acquisition.

If a motor vehicle cannot be purchased from the Division of State Purchasing's Motor Vehicles State Term Contract, state agencies do not need to obtain State Purchasing approval to use another purchasing method. Agencies may purchase from another vendor, including those on other term contracts provided they can demonstrate the motor vehicle is equal to or less than the cost of a similar vehicle on the STC.

### State Purchasing Market Analysis and Procurement Strategy

To ensure consistency in the process and compliance with the intent of the law, the following requirements should be adhered to:

- To demonstrate a cost comparison, Agencies should obtain detailed price quotes providing the Customer’s Total Order Price. The Customers Total Order Price must be equal to or less than the quote provided by a State Term Vendor for a similar make and model. To accommodate this, use of the Price Quote Form from the State Term Contract is recommended.
- In the spirit of compliance with State Term Contracts, agencies should attempt to obtain quotes from all State Term Contract vendors prior to proceeding under this exception.
- There must be a similar model/class of vehicle available on the Motor Vehicles State Term Contract (25100000-23-STC) to compare pricing.
- If State Term Vendors are unable to provide the necessary quotes due to lack of availability, the agency may document the Request for Quotes and proceed with the purchase if they are able to adequately demonstrate pricing is equal to or less than price of a similar vehicle on State Term Contract.
- If the total amount of the purchase is under the Category 2 Threshold provided in section 287.017, Florida Statutes, agencies may procure the vehicle in accordance with Chapter 60A-1 F.A.C.

Additional clarifications:

- The exception provided by this legislation does not allow agencies to purchase a class of vehicles not contemplated by the State Term Contract. These purchases must be made in accordance with normal purchasing procedures.
- “Class” is interpreted to equal “Sub-Group” as described in the Motor Vehicle State Term Contract.

This memorandum is in effect until June 30, 2025.

**Brandon J. Spencer, Chief Procurement Officer**  
**Department of Management Services**

Signature:  \_\_\_\_\_  
253E9FAF0C5C488...

Date: 6/27/2024 | 10:58 AM EDT





# TOWN COMMISSION MEETING

December 10, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, WINTER HAVEN INTERCONNECT WITH THE TOWN OF DUNDEE
- SUBJECT:** The City of Winter Haven and the Town of Dundee have established a legally binding interlocal agreement to create a water supply interconnection. Under this agreement, Winter Haven will provide up to 500,000 gallons of potable drinking water per day for the term of the contract, and both municipalities will share equally the costs of each component of the project.
- STAFF ANALYSIS:** Supplying potable water for all residents in Dundee until the PRWC comes online at the end of 2028, the Town needs to look at alternative water supplies to meet the needs for additional demand. It is estimated that nine hundred people relocate to Florida every day. Like other municipalities in Polk County, Dundee faces an increasing demand for water due to the growing population. Most municipalities in Polk County have exhausted their allowable permitted withdrawal quantities from groundwater sources and must look for alternate water sources. Therefore, potable water from Winter Haven will be delivered through a pipeline from SR 542 to the ground storage tank at the Riner Water Plant.
- FISCAL IMPACT:** The share of the cost of construction of the pipeline from Winter Haven to the Riner Water Plant ground storage tank shall not exceed \$500,000. ARPA Funds will be used for this project.
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Interlocal Agreement for the Interconnection of Potable Water Between the City of Winter Haven, Florida, and the Town of Dundee, Florida

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\*  
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**INTERLOCAL AGREEMENT FOR THE INTERCONNECTION OF  
POTABLE WATER BETWEEN  
THE CITY OF WINTER HAVEN, FLORIDA,  
AND THE TOWN OF DUNDEE, FLORIDA**

This Interlocal Agreement (“Agreement”) is made and entered into as of the Effective Date defined in Section 3.14, below, by and between the CITY OF WINTER HAVEN, FLORIDA (“Winter Haven”), a Florida municipal corporation organized and existing under the laws of the State of Florida and the TOWN OF DUNDEE, FLORIDA (“Dundee”), a Florida municipal corporation organized and existing under the laws of the State of Florida.

**W I T N E S S E T H:**

**WHEREAS**, Winter Haven and Dundee are vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, Chapter 180, Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

**WHEREAS**, Winter Haven and Dundee are therefore vested with governmental, corporate and proprietary powers to enable both to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

**WHEREAS**, Winter Haven and Dundee acknowledge that an interlocal agreement entered into pursuant to the *Florida Interlocal Cooperation Act of 1969*, codified in Part I of F.S. Ch. 163, is considered a contract binding the parties thereto; and

**WHEREAS**, the *Florida Interlocal Cooperation Act of 1969*, as amended, codified at Section 163.01, Florida Statutes, authorizes local governmental units to enter into Interlocal Agreements for the mutual benefit of the governmental units; and

**WHEREAS**, Article VIII, Section 2(b), of the Florida Constitution, and Sections 166.021(1) and 180.06, Florida Statutes (2022), authorize Winter Haven to provide potable water services; and

**WHEREAS**, Winter Haven and Dundee mutually agree and acknowledge that Winter Haven has no general duty to supply potable water service(s) to area(s) outside its corporate limits; and

**WHEREAS**, Winter Haven and Dundee (individually, a “Party” and collectively “the Parties” to this Agreement) agree that establishing a potable water interconnect facility between their respective Water Systems through which potable water can flow from one Party to another Party will benefit all the Parties; and

**WHEREAS**, the Parties acknowledge and represent that, in exchange for extra-jurisdictional potable water service(s) provided by Winter Haven to Dundee which are necessary and desirable in order to serve the residents and citizens within the corporate limits of Dundee, Dundee agrees to deliver reasonable compensation, in accordance with Section 180.191(1), Florida Statutes (2022), to Winter Haven as specifically set forth in this Agreement; and

**WHEREAS**, it is therefore deemed to be in the interest of the public health, safety and welfare for the Parties, as well as an appropriate exercise of their respective police powers, to further specify and detail the manner in which the potable water service(s) by Winter Haven will be developed, owned, maintained, and provided to Dundee, by entering into this Agreement.

**NOW THEREFORE**, in consideration of the recitals, covenants, agreements and promises herein contained, the Parties covenant and agree that the purpose of this Agreement is to extend and provide for how municipal potable water service(s) for Dundee will be provided by Winter Haven, as follows:

## **ARTICLE I RECITALS AND DEFINITIONS**

- 1.1 **Recitals.** The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between Winter Haven and Dundee.
- 1.2 **Authority and Purpose.**
- 1.2.1 This Agreement is entered into pursuant to the provisions of Chapter 163 of the Florida Statutes, and other applicable provisions of law.
- 1.2.2 This Agreement describes the terms and conditions by which the Parties will interconnect their potable water systems at a mutually agreed location so they may provide Water Services for need and reliability purposes between and among themselves.

- 1.3 **Definitions.** In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.
- 1.3.1 *Agreement* means this Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And Town of Dundee, Florida as it may from time to time be modified.
  - 1.3.2 *Day(s)* means calendar day unless specifically stated otherwise.
  - 1.3.3 *Calendar Day(s)* means any and all days in a 365-day calendar year.
  - 1.3.4 *Business Day(s)* means each Calendar Day which is not a Saturday, Sunday or a recognized holiday by the City of Winter Haven and/or Town of Dundee, Florida.
  - 1.3.5 *Connection Point* means the physical location where the Interconnect Facilities owned by one Party join with the Interconnect Facilities of the other Party.
  - 1.3.6 *Dundee* means the Town of Dundee, Florida, a Florida municipal corporation, vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution.
  - 1.3.7 *Winter Haven* means the City of Winter Haven, Florida, a Florida municipal corporation, vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution.
  - 1.3.8 *Dundee Water System* means those facilities employed for the acquisition, treatment, transmission and distribution of potable water that are owned, operated, maintained and replaced by the Town of Dundee.
  - 1.3.9 *Interconnect Facilities* mean those facilities that are required to provide potable Water Service connections between the Parties at the Connection Point, specific to each Party's Water System such as those described in Section 2.3.2. (a) and (b) herein, treatment facilities, off-site transmission and distribution system piping, or any other facilities needed by one of the Parties to facilitate the transfer of potable water to its system from the other Party's Water System. The Interconnect Facilities shall include metering, cross connection control, pressure regulating valves, booster pumps at the Connection Point, and isolation valving equipment as necessary.
  - 1.3.10 *Party* means one of the government signatories participating in this Agreement.
  - 1.3.11 *Providing Party* means a Party providing Water Service pursuant to this Agreement to a Receiving Party.
  - 1.3.12 *Receiving Party* means a Party receiving Water Service pursuant to this Agreement from a Providing Party.

- 1.3.13 *Reliability Water Service* means the provision of potable water by one Party to the other Party through the Interconnect Facilities to temporarily help the Receiving Party meet a need for potable water for a defined period of time.
- 1.3.14 *Water Service* means the provision of potable water acquired, treated, transmitted and distributed in accordance with all applicable governmental requirements and regulations. In this Agreement, the term *Water Service* may apply to Reliability Water Service. A Providing Party provides Water Service to the other by and through its respective Water System and by and through its Interconnect Facilities to the Interconnect Facilities of the Receiving Party.
- 1.3.15 *Winter Haven Water System* means those facilities employed for the acquisition, treatment, transmission and distribution of potable water that are owned, operated, maintained and replaced by Winter Haven.
- 1.3.16 *Effective Date* means the date on which this Agreement has been approved by the last of both the Town of Dundee Town Commission and City of Winter Haven City Commission.
- 1.3.17 *Term* means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in Section 3.2 of this Agreement.

Any terms defined elsewhere in this Agreement shall, when used herein, have the ascribed meaning and definition.

## ARTICLE II TERMS AND CONDITIONS

- 2.1 **Intent.** The intent of this Agreement is to provide a Reliability Water Service interconnect between the Winter Haven Water System and the Dundee Water System to meet the existing need of Dundee, as follows:
- 2.1.1 Subject to availability, Winter Haven shall provide 0.5 MGD of potable drinking water to Dundee during the Term of this Agreement;
- 2.1.2 The Parties do not intend in any way to constrain, limit or prohibit Winter Haven or Dundee from obtaining their own additional water resources or from expanding their respective Water Systems; and
- 2.1.3 This Agreement is not intended to memorialize any agreement(s) related to the distribution and/or transmission of potable water received by the Parties arising out of their participation with the Polk Regional Water Cooperative (the "PRWC"). Any agreement between Winter Haven and Dundee for the distribution and/or transmission of potable water received through the PRWC shall be in writing and the subject of a separate written agreement.

## 2.2 Utility Service Areas.

- 2.2.1 Each Party shall not directly serve or offer to serve any customer in the other Party's utility service area on a temporary or permanent basis, unless one Party requests the other Party in writing to do so and the other Party agrees to do so. Any agreement between the Parties to provide potable water service(s) to a customer within the other Party's utility service area shall be in writing and the subject of a separate written agreement.
- 2.2.2 Completing the Interconnect Facilities and providing Water Service and Reliability Water Service does not and will not change either of the Parties' relationships to their respective customers. Accordingly, any customers that have or will connect to the Winter Haven Water System shall be customers of Winter Haven and shall pay the applicable Winter Haven rates, fees, charges, and deposits for water service; and any customers that have or will connect to the Dundee Water System shall be customers of Dundee and shall pay the applicable Dundee rates, fees, charges, and deposits for water service.

## 2.3 Potable Water Interconnect Facilities.

- 2.3.1 The Interconnect Facilities necessary to supply Water Service between the Parties will be located at or near the intersection of State Road 542 and Ohio Avenue within the corporate limits of the City of Winter Haven, Florida.
- 2.3.2 Design and construction of the Interconnect Facilities shall proceed in accordance with *Task Order 1, Potable Water Interconnects – Amendment 1* (the "Task Order") which is attached hereto as **Composite Exhibit "A"** and made a part hereof by reference.
- (a) Winter Haven shall act as agent on behalf of the Parties to contract for the construction of the Interconnect Facilities. The costs for the Interconnect Facilities will be equally divided between the Parties with Winter Haven responsible for 50.0% of the total final shared project costs and Dundee responsible for 50.0% of the total final shared project costs. The shared project costs shall include, without limitation, the Cost Proposal (No. 100070940) (the "Proposal"), all permitting, materials, labor and other expenses incurred in construction of the actual Interconnect Facilities, as well as any other costs required to properly construct the Interconnect Facilities so that it may be operated as designed and permitted. The Proposal is attached as **Exhibit "B"** and made a part hereof by reference. The Parties acknowledge that the Proposal is only a preconstruction estimate of project costs and that the final shared project costs to be divided between the Parties may exceed the cost of the Proposal due to the volatility of materials and labor

markets as well as the outcome of Winter Haven's public procurement processes.

- (b) Winter Haven has installed a new 14" reclaimed water main along Dundee Road from the Interconnection Point to the East side of U.S. Highway 27. Winter Haven has received the Department of Health's approval for two years to use this new, never used, reclaimed water main to provide temporary potable water service to Dundee until the Interconnect Facilities are operational.
- (c) Dundee shall construct an extension of a portion of a water main from the existing Dundee Water System to the 14" reclaimed water main on the East side of U. S. Highway 27 to provide potable water to Dundee prior to completion of the Interconnect Facilities all as contemplated in Composite Exhibit "A" attached hereto and incorporated herein by reference. Dundee shall also install a temporary water meter and control valve for direct discharge to Dundee's potable water ground storage tank.
- (d) In procuring contractors and professionals, Winter Haven shall comply with all Florida procurement and payment standards applicable to local government agencies, which include, but are not limited to, Chapters 218, 255 and 287 of the Florida Statutes (2022). Winter Haven shall notify Dundee of its expected respective share of all such project costs as Winter Haven enters into each agreement for project work. In addition, Winter Haven shall use its ordinary best judgment to select responsible contractors and professionals and shall not be bound to choose the lowest priced contractor or lowest priced professional without consideration of the potential vendor's job history, responsibility or ability to complete the project.
- (e) Dundee shall pay Winter Haven its respective share of each component project cost within thirty (30) days after receipt of Winter Haven's invoice. Winter Haven shall hold and maintain the funds received from the Parties until the amounts are due and payable to the engineer, contractor, and other project vendors or contractors in accordance with their respective agreements. Should the Parties' respective shares of each component project exceed the original invoiced amount as a result of unforeseen circumstances, or volatility in the materials or labor markets, or as a matter of interpretation of the various construction contracts for performance of the work, Dundee shall pay Winter Haven its respective share of such cost within thirty (30) days after receipt of Winter Haven's supplemental invoice.
- (f) Each Party shall be solely responsible for the cost to design, permit, and construct all potable water transmission lines necessary to connect its

respective Water System to the Interconnect Facilities in accordance with the final engineering and/or construction plans for the project.

- (g) The Parties may elect to finance the cost of design work, construction work, or both, through the Drinking Water State Revolving Fund of the Florida Department of Environmental Protection (“SRF”). Additionally, the Parties may seek grants from the Southwest Florida Water Management District, the Florida Legislature, the Florida Department of Environmental Protection, or other responsible grant awarding entity, to reduce the cost of design, construction, or both design and construction of the project. If a Party elects to use SRF, or other market lender, to finance some or part of the cost of the Interconnect Facilities, the Parties shall confer within a reasonable time to determine whether both Parties desire to obtain financing from a joint or shared source. Each Party that desires to use financing shall bear its proportionate share of financing costs applicable to the project based on its decision, inclusive of additional design work, if any should be required. Grants received for the project shall be applied to reduce shared project costs such that, upon completion, Winter Haven receives 50.0% of the benefit of the total grant funds and Dundee receives 50.0% of the benefit of the total grant funds.

- 2.4 **Operation and Maintenance Costs.** Each Party shall, at its own cost, operate and maintain its respective portion of the Interconnect Facilities assembly with the assembly being divided evenly based on meters, cross connection control assemblies, valves, and other components. Dundee shall be solely responsible for the power cost associated with the Interconnect Facilities booster pumps billed directly by the electric provider. Each Party, at its own cost, shall operate and maintain potable water transmission lines, booster pumps, and other facilities necessary to connect their respective water systems to the Interconnect Facilities. The Parties are each responsible for any maintenance or upkeep related to their individually operated facilities. If the Interconnect Facilities are designed such that any portion is not owned by one Party, then the Parties will jointly own such portions of the facilities and be equally responsible for any required maintenance or upkeep of the jointly-owned facilities and their related cost. When the design of the Interconnect Facilities is final, the Parties will collectively decide which Party will take the lead on the Operation & Maintenance of the jointly-owned facilities.

## 2.5 **Water Quality.**

- 2.5.1 The quality for the water being transferred between the Parties shall meet the “National Primary Drinking Water Standards” as described in the Safe Drinking Water Act. If any supply source is determined to contain a constituent concentration exceeding the maximum contaminant level, the Receiving Party shall immediately be notified, and the water supply from the source shall be discontinued or other appropriate action taken as



required by the Safe Drinking Water Act. All water supply sources shall be tested in accordance with applicable State and Federal requirements.

- 2.5.2 Dundee acknowledges that Winter Haven adds fluoride and an ortho/poly phosphate to its treated ground water.
- 2.5.3 Dundee shall be responsible for providing any required legal notice(s) to its customers and DEP/DOH of the Water Service.
- 2.6 **Reliability Water Service.** After connection of the potable water systems and upon approval of the Receiving and Providing Parties, a Party may provide potable water to another Party upon request at the Connection Point for a defined period of time in accordance with the terms and conditions of this Agreement.
- 2.7 **Consumptive Water Permits.** At no time shall this Agreement require or be construed to require a Providing Party to deliver potable water to a Receiving Party if doing so will cause a Providing Party to exceed any water quantities that were approved by the applicable water management districts or other regulatory agencies having jurisdiction in the matter.

In the event the Southwest Florida Water Management District or any applicable water management district with jurisdiction decreases the water use quantity permitted for Winter Haven, Winter Haven may terminate this Agreement.

- 2.8 **Metering.** The metering equipment for the Interconnect Facilities shall be capable of measuring all water flowing through the Connection Point. Each Party shall review and approve the type of meters and meter installations used at the Interconnect Facilities. Each Party shall have the right to read another Party's meter and a right of access thereto for invoicing purposes. The temporary 14" water supply connection meter (prior to the Interconnect Facilities being constructed) will be located at the Dundee water treatment plant, supplied and maintained by Dundee and also shall be a 10" Neptune, Mach 10 meter or equivalent.

The Interconnect Facilities shall include metering, cross connection control, booster pumping and isolation valving equipment. Each Party shall own and control that portion of the Interconnect Facilities which is part of the Party's water service system and shall be responsible for the operation, maintenance, and replacement of its respective infrastructure comprising that portion of the Interconnect Facilities.

Each Party's metering equipment will be of standard make and type that meet current AWWA Standards and each Party's meter standards, installed at a readily accessible location and shall record the flow with an error not to exceed plus or minus two percent (2%) of true accuracy for full-scale reading, suitable for invoicing purposes. Each Party shall check the accuracy of its meter in accordance with AWWA Standards every twelve (12) calendar months and send the results to the other Party within thirty (30) calendar days after receipt of the results. Expenses for meter

verifications will be the responsibility of the meter owner. Meter verification for accuracy shall be conducted by an independent contractor selected by the meter owner.

If a Party's meter is found to be in error exceeding two percent (2%) of true accuracy, it will be verified to the satisfaction of all Parties. The meter owner shall be responsible for all the costs associated with the recalibration of the meter. If such an error occurs, invoices for the time period since the last meter verification will be adjusted based on the assumption that the meter error occurred for one-half of the entire time interval between the accuracy verifications of the meter owner. The invoice adjustment will be made at the same rate valid for the respective time period and the water volume will be adjusted as described herein.

- 2.9 **Permits.** Permits for construction of the Interconnect Facilities shall be acquired by Winter Haven as agent for the Parties during the construction phase of the project. Except as otherwise stated in this Agreement, each Party shall be solely responsible for securing all applicable permits or other regulatory approvals as may be required to operate the proposed interconnection between and among the Parties respective water systems. Each Party shall provide copies of permits and other regulatory approvals obtained to the other Party promptly after issuance. The Parties shall not operate the Interconnect Facilities for the delivery of water contemplated as part of this Agreement until all applicable regulatory permits or approvals have been obtained and copies of such permits and approvals have been provided. Each Party shall provide water through the Interconnect Facilities in such a manner so as to continue to properly maintain its respective permit(s) obtained from the applicable water management districts and other regulatory agencies that have jurisdiction over the water that could be provided to another Party pursuant to this Agreement.
- 2.10 **Demand Limitations.** The Parties agree that the Providing Party may restrict or discontinue water flows through the Interconnect Facilities if such flows result in an adverse effect on the Providing Party's water system pressure. The Parties acknowledge that there may exist pressure differentials between their water systems and no Party warrants or guarantees any minimum pressure other than a Florida Department of Environmental Protection required minimum system pressure of 20 pounds per square inch. All expenses necessary to adjust any differential pressure necessary to provide Water Service to the Receiving Party shall be the sole expense of the Receiving Party unless the Providing Party, at its sole discretion, decides to provide funding or other assistance to adjust the pressure differential. The Parties accept that the water service is interruptible and shall not be relied upon as a primary source of water.
- 2.11 **Regulatory Compliance and Disclosure.** Each Party shall comply with all local, state, and federal regulations regarding Reliability Water Service. This Agreement does not contemplate that a Party is, or is to be considered, the sole or primary source for potable water service or fire protection service for the other Party. If a Providing Party is not in compliance with local, state, or federal regulations concerning potable

water service, then Providing Party shall notify the Receiving Party and the Providing Party shall have the right to discontinue service to the Receiving Party for the duration of the time period of noncompliance. A Providing Party that is not in compliance shall notify the Receiving Party within 24 hours, or as soon as possible, if noncompliance with a regulation has occurred. The Receiving Party may request that the Providing Party continue Water Service if such service necessary to protect the public health, safety, and welfare of Receiving Party's customers.

### 2.13 **Water Use Rates and Payment.**

2.13.1 Winter Haven shall charge Dundee for monthly metered water usage pursuant to its "Municipal/Enterprise" rates, as follows:

(a) Effective May 1, 2022, the "Base Rate" is \$739.26 (10-inch water meter);

(b) Charge for volume is \$3.00 per thousand gallons; and

(c) Administrative charge is \$2.92 per month.

The rates and charges set forth by this Agreement are subject to change in accordance with Chapter 180 of the Florida Statutes and/or applicable law. In the event Winter Haven adopts a revised schedule of rate(s) and/or charge(s), Dundee shall receive written notice of said revised schedule of rate(s) and/or charge(s) which shall be effective and binding on Dundee on the effective date of same.

2.13.2 Invoicing and payment terms shall be in accordance with applicable provisions of Winter Haven's Code of Ordinances related to the payment of water services.

## ARTICLE III MISCELLANEOUS PROVISIONS

- 3.1 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.
- 3.2 **Service Term.** This Agreement will have an initial term that commences on the Effective Date (as defined in §1.3.16) and shall expire and/or terminate, as follows: (i) the date on which Dundee receives distribution and/or transmission of water from the Polk Regional Water Cooperative (PRWC); or (ii) on December 31, 2027, whichever occurs first in time; or (iii) as otherwise provided in the Agreement.
- 3.3 **Termination; Withdrawal.** The Parties may at any time mutually consent to terminate the Agreement. in addition, a Party may withdraw from the Agreement by providing a minimum one hundred and eighty (180) calendar day(s) prior written

notice to the other Party. Any termination or withdrawal pursuant to this section does not relieve a Party from its payment obligations stated herein.

- 3.4 In the event that this Agreement is terminated, the Parties agree to negotiate in good faith for a separate Agreement relating to an Emergency Interconnect.
- 3.5 **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

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

Mike Herr, City Manager  
City of Winter Haven  
451 Third Street, N.W.  
Winter Haven, FL 33881

With Copies to (which shall not constitute notice):

Winter Haven Water Department Director  
City of Winter Haven  
Attention: Gary Hubbard  
401 6<sup>th</sup> Street SW  
Winter Haven, FL 33880

Town of Dundee Special Counsel  
c/o Albert C. Galloway, Jr., P.A.  
116 East Stuart Avenue  
PO Box 3339  
Lake Wales, Florida 33859-3339

City of Winter Haven Attorney  
c/o Boswell & Dunlap, LLP  
Post Office Drawer 30  
245 South Central Avenue  
Bartow, FL 33831-0030

Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.

If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

- 3.6 **Severability**. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.
- 3.7 **Breach; Remedy**. In the event of breach of this Agreement by a Party (“Breaching Party”), the Party suffering the breach (“Serving Party”) shall serve upon the Breaching Party a written notice of breach (“Notice of Breach”) detailing the Breaching Party’s non-compliance with the obligations set forth in this Agreement. Except for a breach caused by failure to timely pay project costs or pay for Water Service, a Breaching Party shall have a cure period (“Cure Period”) of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. Should the Breaching Party fail to timely cure or otherwise comply with such violated obligations, then, the Serving Party may (i) terminate this Agreement effective as of the end of the Cure Period unless the Breaching Party’s failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure hereunder; and (ii) pursue any and all remedies available in law, equity, and under this Agreement.
- 3.8 **Assignment**. No Party may assign this Agreement to a third-party unless the other Party consents in a mutually agreeable written joinder agreement by and among the Parties and as approved by each Party’s respective governing body or duly authorized representative and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.
- 3.9 **Liability and Hold Harmless**. Each Party shall to the extent allowed under Section 768.28, Florida Statutes, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense including attorney’s fees and costs ( trial and appellate), arising from the negligent acts or omissions of the indemnifying Party’s officers, and employees, related to its performance under this Agreement, provided, however, the indemnifying Party’s responsibilities with respect to such

liability shall not exceed the limits (the “Liability Limits”) of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties’ sovereign immunity under Section 768.28, Florida Statute or extend the Parties’ liability beyond the limits established in Section 768.28, Florida Statute.

### 3.10 Limitations of Liability.

3.9.1 IN NO EVENT, SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

3.9.2 A Providing Party can restrict water flows or discontinue providing Water Service to a Receiving Party without incurring any liability therefor if providing the water would have a detrimental effect upon its Water System, to include without limitation the circumstances described by this Agreement, and the Receiving Party shall have no claim, cause of action, or remedies in equity or at law against the Providing Party for such acts and any consequences thereof.

3.11 **Time of the Essence.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

3.12 **Applicable Law.** This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, and said statute is hereby incorporated herein by reference. Any terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement and conflicts of laws.

3.13 **Entire Agreement; Effect on Prior Agreements.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment and approved by each Party’s respective governing body or duly authorized representative.

3.13 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses.** Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.

**[The balance of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

TOWN OF DUNDEE, FLORIDA

By: Jenn Garcia  
Jenn Garcia, Town Clerk

By: Sam Pennant  
Mayor Sam Pennant

Reviewed as to Form and Legal Sufficiency:

Albert C. Galloway, Jr.  
Albert C. Galloway, Jr., Special Counsel for Town of Dundee, Florida

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

By: Vanessa Castillo  
Vanessa Castillo, MMC, City Clerk

By: Bradley T. Dantzler  
Mayor Bradley T. Dantzler

Reviewed as to form and legal sufficiency

By: Frederick J. Murphy, Jr.  
Frederick J. Murphy, Jr., City Attorney



City of Winter Haven Reference: RFQ-20-01

18 November 2021

## TASK ORDER 1

### Potable Water Interconnects – Amendment 1

Interconnect 1 – City of Winter Haven and Town of Dundee

Interconnect 2 – City of Winter Haven and City of Eagle Lake

#### EXHIBIT A-1: – SCOPE OF SERVICES

For

### Amendment 1

Parcel Purchase Support for Interconnect 1, Permitting Fees,  
and Supplemental Potable Water Supply to Town of Dundee

## INTRODUCTION

Atkins North America, Inc. (Consultant) is completing design of two potable water interconnects as defined in Task Order 1 executed on May 27, 2020. Interconnect 1 is between the City of Winter Haven (City) and the Town of Dundee and will be located at the intersection of State Road 542 and Ohio Avenue. Interconnect 2 is between the City of Winter Haven and the City of Eagle Lake and will be located at the intersection of SR 540 and Camellia Drive. This Scope of Services is for Amendment 1 to Task Order 1 and is associated with the City of Winter Haven and Town of Dundee potable water interconnect (Interconnect 1).

## SCOPE OF SERVICES

The Scope of Services for Amendment 1 is for technical support and engineering design services associated with two activities. These activities are as defined below:

**Activity 1 – Parcel Purchase Assistance:** Provide technical assistance with the negotiation and purchase of the parcel associated with Interconnect 1, located at the corner of Dundee Road and Ohio Street. The Consultant will prepare title work and appraisals for City review, present and negotiate offers, and finalize the purchase.

**Activity 2 – Bulk Water Supply to Dundee:** Provide engineering support to the City to provide bulk potable water to the Town of Dundee. Short-term bulk water supply will be provided through the extension of a 14-inch pipeline from Interconnect 1 to the Dundee WTP. This pipeline will be utilized- as needed - to provide bulk water supply to Dundee until the booster pumps at the Interconnect 1 are constructed. The design of these booster pumps is included in this Amendment.

This Amendment will result in two sets of construction documents. The first set will be for the 14-inch pipe extension as a change to the *State Road 542 Utility Adjustment*

construction documents. The second set will be the updated *Potable Water Interconnects* construction documents with the addition of the booster pump system.

**Task 01: Project Management**

**01.1: Project Coordination**

Consultant shall perform general project coordination and management activities, including general administrative activities for this task order, as well as specific coordination activities with the team members.

**01.2: Progress Reports**

Consultant will prepare and submit progress reports and invoices to the City on a monthly basis to advise and highlight the overall progress of the design and permitting tasks, as well as to identify items completed and ongoing and pending activities. The monthly progress reports will also include a summary description of the pending activities, any potential issues identified, any potential impact to the schedule, and any potential change in scope of services.

**Task 02: Activity 1 – Parcel Purchase Assistance**

**02.1: Title Work and Appraisals**

Atkins will utilize their subconsultant to prepare title work and one appraisal of the Dundee Interconnect Parcel. Atkins will provide this information, along with a sketch and legal description, to the City for their review. A review meeting will be scheduled within two (2) weeks of this submittal to finalize the offer.

**02.2: Negotiate Purchase**

After the offer is approved by the City, Atkins will prepare up to two offer packages, present them to the property owner and initiate the acquisition process. Atkins will negotiate in good faith with the property owner to reach a settlement agreement. Atkins will present ongoing feedback to the City based on conversations/meetings with property owner and/or their attorney. The negotiation period will be determined by the City and up to three engagements with the property owner will be made. If agreements are reached, Atkins will complete the Purchase and Sale Agreements subject to City approval.

**02.3: Closing Assistance**

Atkins will assist the City in the closing, including but not limited to, reviewing the title commitments, and clearing encumbrances necessary to ensure that all property rights are correctly purchased by the City. Atkins will record all interests with the County Clerk, review and retire all files and deliver original files to the City.

**Task 03: Activity 2 – Dundee Bulk Water Supply**

To provide short-term bulk potable water to Dundee, the Consultant will provide support to the City in designing and permitting of the extension of the 14-inch reclaimed water line currently under construction as part of the widening of SR 542. This pipe will be permitted as a temporary potable water line to transfer water from the City's existing 8-inch potable water line at the Dundee Interconnect site to the Dundee Water Treatment Plant (WTP) site.

For long-term ability to provide bulk potable water to Dundee, the Consultant will provide support to the City in the design and permitting of the installation two pumps at the proposed Dundee Interconnect at Ohio Avenue and SR 542. The pumps will have the ability to provide up to 500,000 gallons per day at an average of 90 pounds per square inch to the Town of Dundee and will be utilized for planned events only, thus only requiring manual operation.

Once the Dundee Interconnect booster pumps are constructed and operational, the Consultant will assist the City in permitting activities to revert the pipe back to a reclaimed water line for future use.

The activities associated with bulk water supply to the Town of Dundee are listed below.

**03.1: Hydraulic Modeling**

Consultant will update the City's potable water hydraulic model to include the new Dundee Interconnect and existing information associated with the Dundee pressure recordings and WTP tank elevations.

The model will be used to determine the quantity of potable water that can be provided through the newly installed and extended 14-inch potable water line.

The results of the modelling effort will also be used to size the booster pumps at the Dundee Interconnect.

A summary of the results of the hydraulic modeling will be included in the Preliminary Design Report.

**03.2: Survey**

Consultant shall perform a survey from the south Right-of-Way of SR 542 to the Dundee WTP as shown in Figure 1 at the end of this Scope of Services. Distance is estimated at 250 linear feet.

**03.3: Preliminary Design Report Update**

The existing Preliminary Design Report (PDR) for Task Order 1 will be updated to include information listed below.

- Summary of equipment sizing and capacities.

- Summary of mechanical, electrical, and controls requirements.
- Plan showing the routing extension of the 14-inch pipeline.
- Results of permit coordination with the Florida Department of Health (DOH).
- Updated Opinion of Construction Costs for the Dundee Interconnect and extension of the 14-inch pipe.

Consultant shall deliver one electronic copy and three draft hard copies to the City of Winter Haven and the Town of Dundee for review.

After submittal of the Draft PDR, the Consultant will schedule a review meeting and prepare agenda materials to discuss review comments with the City of Winter Haven and the Town of Dundee. PDR review meeting notes will be taken by the Consultant and distributed within 3 days of the review meeting.

After receiving and addressing comments, the Consultant will prepare the Final PDR and provide one electronic copy and two hard copies to the City of Winter Haven and the Town of Dundee.

#### 03.4: 90% Design Documents

Consultant shall create two sets of 90% Construction Documents and 100% Construction Documents as described below. One copy of the Consultant's opinion of probable construction cost (OPCC) will be provided for the additional components..

##### 03.4.1: 90% Design Documents for Dundee Booster Pumps

The Consultant shall prepare 90% Design Documents showing the addition of the booster pumps, electrical components, and control panel at the Dundee Interconnect. 90% Design Documents will include *only the drawings and specifications associated with the addition of the booster pumps*, including the following:

Design drawings and technical specifications for the booster pumps, including mechanical, structural, electrical, and instrumentation and control disciplines consisting of three half-size sets and one electronic copy in PDF format will be submitted to the City of Winter Haven and the Town of Dundee for review.

##### 03.4.2: 90% Design Documents for 14-Inch Pipe Extension

The Consultant shall prepare 90% Design Documents showing the extension of the 14-inch pipe to the Dundee WTP and the connection to the existing City potable water line at Ohio Road and SR 542 (Dundee Road). Ninety percent Design Documents will include *only the drawings and specifications associated with extension of the pipe*, including the following:

Design drawings and technical specifications, including plan and profile drawings associated with the extension of the 14-inch pipeline to the

Dundee WTP, consisting of three half-size sets and one electronic copy in PDF format will be submitted to the City of Winter Haven and the Town of Dundee for review.

**03.5: Final Construction Documents**

After submittal of the 90% Documents, the Consultant will schedule a review meeting and prepare agenda materials to discuss review comments with the City of Winter Haven and the Town of Dundee. Comments will be summarized, and the Consultant shall adjudicate comments and include them with the 100% Documents.

The Consultant will prepare two sets of 100% Construction Documents as defined below.

**03.5.1: Potable Water Interconnects**

The Consultant shall provide a complete set of *Potable Water Interconnects* Construction Documents, including the Town of Dundee Interconnect with the addition of booster pumps and the City of Eagle Lake Interconnect.

Design drawings and specifications for the interconnect sites, including mechanical, structural, electrical, and instrumentation and control disciplines consisting of three half-size sets and one electronic copy in PDF format will be submitted to the City of Winter Haven and the Town of Dundee for review. One electronically signed and sealed set of Bid Documents will be included in the submittal. One copy of the updated Consultant's OPCC for the entire project will be provided to the City of Winter Haven.

**03.5.2: State Road 542 Utility Adjustments**

The Consultant shall provide an Amendment to the *State Road 542 Utility Adjustments* Construction Documents showing the modifications to the 14-inch reclaimed water line, including temporary connection to the City's potable water line and the extension to the Town of Dundee WTP site.

Design drawings, including general, site civil, mechanical process, structural, electrical, and instrumentation and control disciplines consisting of three half-size sets and one electronic copy in PDF format to the City of Winter Haven.

Technical specifications inclusive of General Conditions, Supplementary Conditions, Special Conditions, and Division 1 consisting of three bound copies and one electronic copy in PDF format will be provided to the City of Winter Haven.

One copy of the updated Consultant's OPCC of this Amendment will be provided to the City of Winter Haven.

**Task 04: Task 04: Permitting Assistance**

**04.1: Permitting Fees for Potable Water Interconnects Project**

Consultant fees for permitting assistance are included in the original Scope of Services for this Task Order.

Permit application costs associated with the FDEP permit, NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs, is required for each interconnect site. These permits will be submitted to Polk County Health Department, the local FDEP Drinking Water delegate. The permit application fee is \$850 per application, as shown in the Attachment 1, Polk County Resolution, for a total of \$1,700.

**04.2: State Road 542 Utility Adjustments**

Consultant will provide support to the City in coordinating permitting and extension of the 14-inch reclaimed water line currently under construction as part of the widening of SR 542. This pipe will be initially permitted as a temporary potable water line to transfer water from the City's existing 8-inch potable water line at the Dundee Interconnect site to the Dundee WTP. Once the booster pumps are constructed and in operation, the Consultant will assist the City in permitting activities to revert the pipe back to a reclaimed water line for future use.

Permitting costs of \$1,700 for the two permit modifications associated with the 14-inch reclaimed pipe to be utilized to provide potable water to Town of Dundee.

**Task 05: Bid Phase Services**

Bid Phase services are required for the Potable Water Interconnects project only. No bid phase services are required for the change to the State Road 542 Utility Adjustment project.

**05.1: Written Response**

Provide up to two written responses to any potential bidders' questions. Review Requests for Additional Information and make recommendations to the City.

**05.2: Project Revisions**

Provide written project revisions for related construction plans.

**05.3: Revised Plans and Specifications**

Provide revised construction plans and specifications (Conformed Documents) in the following formats:

- Electronic (PDF format) Plans and Technical Specifications
- Two full-sized, 22-inch by 34-inch sets of plans
- Four half-sized, 11-inch by 17-inch sets of plans

## ASSUMPTIONS

1. The fee estimated for Task 2 is based on the assumption that the property owner of the Dundee Interconnect Parcel is amenable to negotiating the sale.
2. This parcel will be negotiated without the threat of condemnation unless otherwise determined.
3. The City will provide legal support with documentation including agreements, deeds and contractual exceptions.
4. City will provide the funds necessary to complete the purchase of the Dundee Interconnect Parcel.
5. Only one appraisal will be required.
6. Title company fees are reimbursable.
7. Construction services associated with the extension of the 14-inch pipe are included in Task Order 2, CEI Services for SR 542 Utility Adjustment.
8. Construction services for the potable water interconnects will be provided under a separate Task Order.
9. All construction activities associated with the 14-inch pipe extension will be below grade. The pipe will be terminated ~225 feet northwest of the aeration tank at the Town of Dundee's WTP. See Figure 1 at the conclusion of this Amendment.
10. The Town of Dundee and their engineering consultant will be responsible for designing the final linear footage to the aeration tank, designing the connection and support of the pipe on the tank, and determining the location and design for the core into the aeration tank.
11. The City will assist the Consultant in coordinating with the Southern Power and Electric Company to provide an electrical box and transformer as needed for the Dundee Interconnect site.
12. The City will obtain temporary construction permits as needed.
13. No Maintenance of Traffic drawings are required.
14. The City of Winter Haven and the Town of Dundee will be prepared to attend review meetings within 2 weeks of submittals.
15. The meetings included in this scope are the PDR review meeting and 90% review meeting.
16. The interconnects are intended for emergency use only and do not require automation.
17. The booster pumps are intended for use during planned events and do not require automation. Pump flow control will be provided via control valves; thus, variable frequency drives are not necessary and will not be provided. A stand-by pump is not required.

## QUALITY CONTROL

Consultant will be responsible for the professional quality of all deliverables. This shall include an internal Quality Assurance Plan that, as a minimum, provides review of all deliverables and significant calculations by another qualified professional that was not responsible for preparing the deliverable or calculation.

## SCHEDULE AND DELIVERABLES

The anticipated schedule below assumes that construction documents will be ready for bid by the end of July 2022 and also assumes that formal issuance of the notice to proceed (NTP) will be received following the December 2021 Board meeting.

The schedule for completion of Construction Documents associated with the extension of the 14-inch reclaimed water pipe may be accelerated at the City's request.

Deliverable	Duration from NTP
Draft Preliminary Design Report	6 weeks
Preliminary Design Report Workshop	8 weeks
Final Preliminary Design Report	10 weeks
90% Design Submittal	16 weeks
90% Design Review Meeting	18 weeks
Final Contract Documents Submittal	22 weeks
Bidding	TBD

## COMPENSATION

Amendment 1 to Task Order 1 requests a not-to-exceed cost of \$93,435.84, with budgets between tasks and expenses being interchangeable. Atkins will submit monthly invoices as needed based on lump sum costs. Expenses submitted for payment shall include expense receipts. See Attachment 1 for Cost Detail.

Task No	Description	Labor	Expenses	Total
1	Project Management	\$7,679.12	\$0.00	\$7,679.12
2	Parcel Purchase Assistance	\$15,076.00	\$5,700.00	\$20,776.00
3	Dundee Bulk Water Supply	\$39,167.24	\$11,600.00	\$50,767.24
4	Permitting Assistance	\$2,198.66	\$3,400.00	\$5,598.66
5	Bid Phase Services	\$5,764.82	\$0.00	\$5,764.82
6	Expenses	\$0.00	\$2,850.00	\$2,850.00
	<b>Totals</b>	<b>\$69,885.84</b>	<b>\$23,550.00</b>	<b>\$93,435.84</b>







Figure 1. 14-inch Pipe Termination Point at Dundee WTP

COMPOSITE EXHIBIT "A"

Attachment 1

Cost Detail

EXHIBIT "B"  
**ATKINS**

Member of the SNC-Lavalin Group

**Cost Proposal - Detail**

Potable Water Interconnects AMD 1

City of Winter Haven

100070940

Submittal Date:

Nov. 22, 2021

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
<b>1D.A1.1 Project Management</b>							
<b>Labor</b>							
		Project Director	Home	246.52	Hr	2.0	493.04
		Sr Project Manager	Home	218.62	Hr	24.0	5,246.88
		Sr Engineer I	Home	121.20	Hr	16.0	1,939.20
		<b>Labor Total</b>				<b>42</b>	<b>7,679.12</b>
<b>1D.A1.1 Project Management Total</b>							<b>7,679.12</b>
<b>1D.A1.2 Parcel Purchase Assistance</b>							
<b>Labor</b>							
		Project Director	Home	246.52	Hr	16.0	3,944.32
		Sr Project Manager	Home	218.62	Hr	12.0	2,623.44
		Sr ROW Agent III	Home	169.68	Hr	48.0	8,144.64
		Project Assistant II	Home	90.90	Hr	4.0	363.60
		<b>Labor Total</b>				<b>80</b>	<b>15,076.00</b>
		<b>Subcontract &amp; Consultants</b>				<b>5,700.0</b>	<b>5,700.00</b>
		Property Appraisal		1.0	-	4,700.0	4,700.00
		Title Work		1.0	-	1,000.0	1,000.00
		<b>Subcontract and Expenses Total</b>					<b>5,700.00</b>
<b>1D.A1.2 Parcel Purchase Assistance Total</b>							<b>20,776.00</b>
<b>1D.A1.3 Dundee Bulk Water Supply</b>							
<b>Labor</b>							
		Sr Project Manager	Home	218.62	Hr	24.0	5,246.88
		Sr Engineer I	Home	121.20	Hr	64.0	7,756.80
		Sr Engineer III	Home	177.29	Hr	24.0	4,254.96
		Sr Designer III	Home	148.59	Hr	80.0	11,887.20

EXHIBIT "B"

**ATKINS**

Member of the SNC-Lavalin Group

**Cost Proposal - Detail**

Potable Water Interconnects AMD 1

City of Winter Haven

100070940

Submittal Date:

Nov. 22, 2021

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		2-Person Survey Crew	Home	149.89	Hr	40.0	5,995.60
		Sr Surveyor I	Home	75.75	Hr	7.0	530.25
		Sr Surveyor III	Home	159.01	Hr	3.0	477.03
		Surveyor I	Home	88.78	Hr	34.0	3,018.52
		<b>Labor Total</b>				<b>276</b>	<b>39,167.24</b>
		<b>Subcontract &amp; Consultants</b>					<b>11,600.00</b>
		KMAC Consulting Services		1.0	-	11,600.0	11,600.00
		<b>Subcontract and Expenses Total</b>					<b>11,600.00</b>
<b>1D.A1.3</b>		<b>Dundee Bulk Water Supply Total</b>					<b>50,767.24</b>
<b>1D.A1.4</b>		<b>Permitting Assistance</b>					
		<b>Labor</b>					
		Sr Project Manager	Home	218.62	Hr	4.0	874.48
		Sr Engineer I	Home	121.20	Hr	8.0	969.60
		Sr Engineer III	Home	177.29	Hr	2.0	354.58
		<b>Labor Total</b>				<b>14</b>	<b>2,198.66</b>
		<b>ODCs</b>				<b>3,400.0</b>	<b>3,400.00</b>
		Filing Fees & Permits		1.0	-	3,400.0	3,400.00
		<b>Subcontract and Expenses Total</b>					<b>3,400.00</b>
<b>1D.A1.4</b>		<b>Permitting Assistance Total</b>					<b>5,598.66</b>
<b>1D.A1.5</b>		<b>Bid Phase Services</b>					
		<b>Labor</b>					
		Sr Project Manager	Home	218.62	Hr	4.0	874.48
		Sr Engineer I	Home	121.20	Hr	8.0	969.60

EXHIBIT "B"  
**ATKINS**

Member of the SNC-Lavalin Group

**Cost Proposal - Detail**

Potable Water Interconnects AMD 1

City of Winter Haven

100070940

Submittal Date: Nov. 22, 2021

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price	
		Sr Engineer III	Home	177.29	Hr	2.0	354.58	
		Sr Designer III	Home	148.59	Hr	24.0	3,566.16	
<b>Labor Total</b>						<b>38</b>	<b>5,764.82</b>	
<b>1D.A1.5 Bid Phase Services Total</b>							<b>5,764.82</b>	
<b>1D.A1.6 Expenses</b>								
<b>Travel</b>							<b>750.00</b>	
		Mileage		1.0	-	500.0	500.00	
		Supplies		1.0	-	200.0	200.00	
		Tolls		1.0	-	50.0	50.00	
<b>ODCs</b>						<b>2,100.0</b>	<b>2,100.00</b>	
		Shipping & Postage		1.0	-	100.0	100.00	
		Copies & Prints		1.0	-	2,000.0	2,000.00	
<b>Subcontract and Expenses Total</b>							<b>2,850.00</b>	
<b>1D.A1.6 Expenses Total</b>							<b>2,850.00</b>	
<b>0</b>	<b>0</b>							
<b>Subcontract &amp; Consultants</b>							<b>-</b>	
		KMAC Consulting Services		1.0	-	-	-	
<b>Subcontract and Expenses Total</b>							<b>-</b>	
<b>0</b>	<b>0</b>	<b>Total</b>						
<b>Total Extended Price</b>							<b>93,435.84</b>	



# TOWN COMMISSION MEETING

## December 10, 2024 at 6:30 PM

---

<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, SPECIAL EVENT APPLICATION FOR BIKE GIVEAWAY, COMMISSIONER MARY RICHARDSON
<b>SUBJECT:</b>	The Town Commission will consider approval of a special event application for a bike giveaway sponsored by Commissioner Mary Richardson.
<b>STAFF ANALYSIS:</b>	Commissioner Mary Richardson submitted a special event application for a bike giveaway for Dundee residents. The proposed date is Monday, December 23, 2024, between 3-5pm. The event will either take place at the Dundee Depot Museum outside on the lawn or at the Main Street Center. No sales will take place, but there will be either free cotton candy or popcorn available.
<b>FISCAL IMPACT:</b>	None
<b>STAFF RECOMMENDATION:</b>	At the will of the Commission
<b>ATTACHMENTS:</b>	Special Event Application

### SPECIAL EVENT APPLICATION

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

Applicant Information:

Organization Name: Commissioner Mary Richardson

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

Address: 412 Dr MLK St Phone: 863-528-6618

Event Contact Information:

Name: (First & Last): Mary Richardson

Mailing Address: P.O. Box 1329

City, ST, ZIP: Dundee FL 33838

Phone#: 863-242-0917 Email: mrichardson@townofdundee.com

Event Information:

Name of Event: Sponsor a Bike Give-Away

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

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



Event Description: Bicycle Give-Away

Event Start Date: 12/23 Time: 3pm Event End Date: 12/23 Time: 5pm

Set up Date: 12/23 Time: \_\_\_\_\_ Take Down Date: 12/23 Time: \_\_\_\_\_

Gated/Ticketed  Open to the Public  Private Other: Dundee Residents

Detailed Location of Event: 310 Main Street Center on  
Dundee Depot outside

Site Plan Requirements:

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

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

Event Components:

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

Other \_\_\_\_\_

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

Other Information:

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

Please list all affected streets: \_\_\_\_\_

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

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

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

Please describe State Roads to be closed: N.A

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

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

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

Any other requested assistance from the Town? Note

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

Insurance Requirements:

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

### Agreement to Assume Financial Responsibility for Injury or Damage

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

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

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

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

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

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

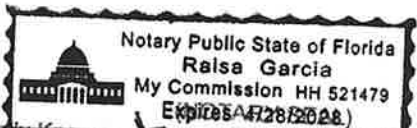
In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Mary Richardson  
Signature of Sponsor or Authorized Representative of Sponsor  
Mary Richardson  
Printed Name

12/6/24  
Date

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this 6 day of December, 2024 by Mary Richardson



Ralsa Garcia  
Signature of Notary Public, State of Florida  
Name of Notary Typed, Printed, or Stamped

Personally Known  OR Produced Identification DL  
Type of Identification Produced: \_\_\_\_\_